



**Board of Riley County  
Commissioners  
Regular Meeting  
Agenda  
October 03, 2024**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

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**Riley City Hall, 222 S. Broadway, Riley,  
Kansas**

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**6:00 PM**

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

**6:00 PM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

1. Public Comments

**Commission Comments**

2. Commission Comments

**Business Meeting**

3. Sign a Tax Roll Correction
4. Closing Upon Purchase of Property for Keats Sewer Project
5. Action on Mobile Device Reimbursement Request Form
6. Approve payroll/accounts payables (when completed)

**Review Minutes**

7. Board of Riley County Commissioners - Regular Meeting - Sep 30, 2024 8:30 AM

**Review Tentative Agenda**

8. Tentative Agenda

**Press Conference Topics**

9. Discuss Press Conference

**6:15 PM**

**Clancy Holeman, Counselor/Director of Administrative Services**

10. Administrative Work Session
11. Vandahl Fence View

**6:30 PM**

**Darci Pottroff, Riley City Mayor**

12. Riley City update

**6:40 PM**

**Russel Stukey, Emergency Management Director**

13. EM / Fire Staff Update for the month of March

**6:55 PM****Anna Burson, Appraiser**

14. Appraiser's Office October Staff Update

**Adjournment**

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In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**COUNTY CLERK & ELECTIONS**  
*Tax Roll Correction*

**Rich Vargo**  
County Clerk  
110 Courthouse Plaza  
Manhattan, KS 66502  
Phone: 785-565-6200

## COMMISSION AGENDA REPORT

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**FROM:** Lori Muir, Real Estate Specialist

**MEETING:** October 3, 2024

**SUBJECT:** Sign a Tax Roll Correction

**PRESENTER:** Rich Vargo, County Clerk

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### POSSIBLE MOTION(S)

Move to approve the Tax Roll Correction.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

**Enclosures:**

- BlueValley (PDF)

TAX ROLL CORRECTION  
REAL ESTATE

Printed by LMUIR

2024/10/01

3.a

Taxpayer ID BLUE0047  
Owner ID BLUE0047

Control # 2024000693

Tax Year 2023  
Tract # 229004A1

BLUE VALLEY MHC LLC

CAMA # 203-06-2-70-18-001-00-0-01

MENZIE ADDN

31200 NORTHWESTERN HWY

TU 2 Manhattan City

TRACT B & PT TRACT C

FARMINGTON, MI 48334-5900

Parcel 65470

19.0A

USD 383

Property Address 730 ALLEN RD

APPRAISER SECTION (Value)

2024/10/01 LMUIR

APPROVED

Appraised Prior to Correction:

| CL    | Land    | Imp     | Total   |
|-------|---------|---------|---------|
| RU    | 1075000 | 3164320 | 4239320 |
|       |         |         |         |
|       |         |         |         |
|       |         |         |         |
| Total | 1075000 | 3164320 | 4239320 |

Assessed Prior to Correction:

| RU    |        |        |        |
|-------|--------|--------|--------|
|       | 123625 | 363897 | 487522 |
|       |        |        |        |
|       |        |        |        |
|       |        |        |        |
| Total | 123625 | 363897 | 487522 |
| SB41  | 4836   |        |        |

Appraised After Correction:

| CL    | Land    | Imp     | Total   |
|-------|---------|---------|---------|
| RU    | 1075000 | 3050350 | 4125350 |
|       |         |         |         |
|       |         |         |         |
|       |         |         |         |
| Total | 1075000 | 3050350 | 4125350 |

Assessed After Correction:

| RU    |        |        |        |
|-------|--------|--------|--------|
|       | 123625 | 350790 | 474415 |
|       |        |        |        |
|       |        |        |        |
|       |        |        |        |
| Total | 123625 | 350790 | 474415 |
| SB41  | 4836   |        |        |

Net Change  
113970-

113970-  
Net Change  
13107-

Total 13107-  
SB41

CLERK SECTION (Tax)

2024/10/01 LMUIR

ORDER PRINTED

Tax Prior to Correction:

|                  |         |          |
|------------------|---------|----------|
| Levy 150.37500   | Gen Tax | 73311.12 |
|                  | SB41 \$ | 96.72    |
| SB41 Tax Dollars |         | 73214.40 |

Tax After Correction:

|                  |         |          |
|------------------|---------|----------|
| Levy 150.37500   | Gen Tax | 71340.16 |
|                  | SB41 \$ | 96.72    |
| SB41 Tax Dollars |         | 71243.44 |

Net Change  
1970.96-

1970.96-

TREASURER SECTION (Summary)

Net Change in Assessed Value  
(no SB41 influence)

13107-

Applicable Mill Levy

150.37500

Net Change in Levied Tax Dollars

1970.96-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 4.00%

Tax Statement # 10191

Comments BOTIA Stipulated Value

Docket #2023-2526-EQ

Owner BLUE0047

BLUE VALLEY MHC LLC

Net Change in Total Tax Dollars

1970.96-

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: BlueValley (15088 : Tax Roll Corrections)



**COUNTY  
COUNSELOR/ADMINISTRATIVE  
SERVICES**  
*Agreement*

**Clancy Holeman**  
Counselor/Director of  
Administrative Services  
115 North 4th Street  
Manhattan, KS 66502  
Phone: 785-565-6844

## COMMISSION AGENDA REPORT

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**FROM:** Bryant Parker, Deputy County Counselor

**MEETING:** October 3, 2024

**SUBJECT:** Closing Upon Purchase of Property for Keats Sewer Project

**PRESENTER:** Bryant Parker, Deputy County Counselor

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### **BACKGROUND**

On February 14, 2024, Riley County, Kansas (“County”) entered into a Real Property Option Agreement (“Option Agreement”) with the E. Stanley Schurle Trust dated February 26, 1992 (“Seller”) for the acquisition of the site for a future lagoon wastewater treatment facility to serve the residents and property owners of Keats. Engineering studies performed by BG Consultants, who was retained by the County to evaluate the suitability of the property to be acquired under the Option Agreement, confirmed that the property is suitable to host the envisioned lagoon wastewater treatment facility.

All conditions for Closing to occur under the Option Agreement, including compliance with the terms of the First Amendment to the Option Agreement, have been complied with by the County and Seller. Closing under the Option Agreement was originally scheduled to occur on or before September 30, 2024, but has not yet occurred because of the need for the Board of County Commissioners of Riley County, Kansas to approve and authorize the Board Chair to execute the Final Settlement Statement.

Because Closing did not occur on or before September 30, 2024, a Second Amendment to the Option Agreement must also be signed by Seller and the County documenting the new date for Closing under the Option Agreement as October 4, 2024.

### **DISCUSSION**

Prior to the disbursement of funds to Seller and recording of the deed transferring ownership of the property to the County at Closing under the terms of the Option Agreement, the County must execute the Final Settlement Statement in the form prescribed by the Escrow Agent for the Option Agreement transaction, Charlson and Wilson.

The Final Settlement Statement merely records the precise dollar amounts of funds being paid by the County to the Seller under the Option Agreement, as well as the closing fees and title insurance costs being paid by the County to Charlson & Wilson pursuant to the terms of the Option Agreement.

Execution of the Second Amendment to the Option Agreement sets October 4, 2024 as the date for Closing and authorizes disbursement of funds to Seller on that date. No other terms of the Option Agreement, including the First Amendment to the Option Agreement, have been changed.

Sales Validation Questionnaires are required under Kansas law to be executed by either the buyer or the seller for most real estate transactions in the State of Kansas.

### **FISCAL IMPACT**

There is no fiscal impact whatsoever to execution of the Second Amendment to the Option Agreement, the Final Settlement Statement or the Sales Validation Questionnaire, as those documents merely set Closing to occur on October 4, 2024, and document payment of funds already authorized for expenditure.

### **RECOMMENDATION(S)**

I recommend you approve execution of the Final Settlement Statement, Second Amendment to the Option Agreement, the Sales Validation Questionnaire, and all other documents that may be required by Charlson & Wilson, as the Escrow Agent for the Option Agreement transaction, to authorize Closing.

### **POSSIBLE MOTION(S)**

- A. "I move that the Board approve the Second Amendment to the Option Agreement and Final Settlement Statement and Sales Validation Questionnaire as presented by Charlson & Wilson, Escrow Agent for the transaction, and authorize the Chair of the Riley County Board of County Commissioners to execute said Second Amendment, Final Settlement Statement, Sales Validation Questionnaire and all other documents that may be required by the Escrow Agent to authorize Closing upon the purchase of the Property under the Option Agreement."
- B. "I move that the Board Second Amendment to the Option Agreement and Final Settlement Statement as presented by Charlson & Wilson, Escrow Agent for the transaction, with the following changes... ."

The Board agreed by consensus to

Enclosures:

- Real Property Option Agreement filed with ROD (PDF)
- First Amendment to Real Property Option Agreement.EXECUTED BY ALL PARTIES (PDF)
- Schurle to Riley county 1031 buyer statement for October 4 43424 (PDF)
- svq revised with ford to sign for county 43424 (PDF)
- Second Amendment to Real Property Option Agreement (DOCX)



Amy M. Manges  
 Register of Deeds  
 Riley County, Kansas  
 Book: 896 Page: 737  
 Receipt #: 254634 Total Fees: \$225.00  
 Pages Recorded: 13  
 Date Recorded: 2/27/2024 3:20:03 PM

(Space Above this Line for Recording Data)

Title(s) of Document: Real Property Option Agreement

Date of Document: 02/14/2024

Grantor(s):

Grantor's Address:

Grantee(s):

Grantee's Address:

Full Legal Description is located on page:

Reference Book(s) and Page(s), if required:

Additional Notes:

Exhibit B referenced in this Real Property Option Agreement will be filed separately at a later date once the final location has been determined.

Attachment: Real Property Option Agreement filed with ROD (15093 : Closing Upon Purchase of Property for Keats Sewer Project)



## REAL PROPERTY OPTION AGREEMENT

**This Real Property Option Agreement** (this "Agreement") is entered into on February 8, 2024, between E. Stanley Schurle, Trustee of the E. Stanley Schurle Trust dated February 26, 1992, (the "Seller") and Riley County, Kansas (the "Buyer").

IN CONSIDERATION of the mutual promises, covenant, and agreements contained in this Agreement, it is stipulated and agreed by and between the parties to this Agreement, as follows:

1. **Purchase.** The Seller shall sell to the Buyer and the Buyer shall buy, subject to the terms of this Agreement, the following described real estate located in Riley County, Kansas:

Up to 15 acres generally located in and extending up to 75 feet north of the following northern boundary and up to 75 feet west of the western boundary of a tract of land located in the southwest quarter of section 36, township 9 south, range 6 east of the 6th P.M., Riley County, Kansas, more particularly described by BRIAN J. WESTBERG, P.S. 1708, on December 13, 2023, as follows:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 S. 00°06'31" E. 163.40 FEET; THENCE S. 89°53'29" W. 635.04 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF A TRACT OF LAND CONVEYED TO THE BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS (KEATS PARK TRACT) AS DESCRIBED ON PAGES 517-518 IN BOOK 453 AT THE RILEY COUNTY REGISTER OF DEEDS BEING 115.00 FEET S. 00°06'31" E. FROM THE NORTHWEST CORNER OF SAID KEATS PARK TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO LILY R. SCHWAB AND NELLIE M.

SCHWAB AS DESCRIBED ON PAGES 341-342 IN BOOK 311 AT THE RILEY COUNTY REGISTER OF DEEDS; THENCE N.  $71^{\circ}47'39''$  W. 668.15 FEET; THENCE S.  $18^{\circ}12'21''$  W. 807.53 FEET TO A POINT 50.00 FEET NORTH (MEASURED PERPENDICULAR) OF THE CENTERLINE OF THE ABANDONED CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE PARALLEL WITH AND 50.00 FEET NORTH OF SAID CENTERLINE OF THE ABANDONED CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD S.  $72^{\circ}20'48''$  E. 234.42 FEET; THENCE CONTINUING PARALLEL WITH AND 50.00 FEET NORTH OF SAID CENTERLINE OF THE ABANDONED CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD ON A CURVE TO THE RIGHT WITH A RADIUS OF 5779.65 FEET, AN ARC LENGTH OF 714.02 FEET, THE CHORD OF SAID CURVE BEARS 713.56 FEET S.  $68^{\circ}48'27''$  E., TO THE WEST LINE OF SAID KEATS PARK TRACT; THENCE ALONG THE WEST LINE OF SAID KEATS PARK TRACT N.  $00^{\circ}06'31''$  W. 887.40 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES;

commonly known as 7483 Anderson Avenue, Manhattan, Kansas 66503. See Exhibit A for reference of general location. Exhibit A does not represent the Final Location to be described in Exhibit B.

2. **Final Location.** The exact amount and location of real property subject to sale and purchase shall be determined by the Buyer. The Buyer shall make a good faith effort to work with the Seller to choose a site that meets the needs of the Buyer while being the least disruptive to the Seller as reasonably possible. The Buyer shall provide an exact description of the real property to

be sold and purchased to the Seller prior to closing (the "Final Location") which description shall be attached to this Agreement as Exhibit B.

3. **Access to Final Location.** The Buyer shall make a good faith effort to access the Final Location through Keats Park, directly to the east of the property described in paragraph 1 of this Agreement. If the Buyer determines access through Keats Park is not appropriate, the Buyer shall consult with the Seller to find an alternative access point. The Seller shall not unreasonably withhold approval of an alternate access point if the Buyer determines one is required. If an easement is required, the Buyer shall pay the Seller the same amount per acre as listed in paragraph 4, prorated to the hundredth of an acre and shall pay for actual diminished value as a result of the easement of adjacent land as determined by a fee appraiser hired and paid for by the Buyer.
4. **Purchase Price.** The Buyer shall pay \$20,000 per acre, prorated to the hundredth of an acre, to the Seller for the Final Location.
5. **Option Fee.** The Buyer shall pay \$14,000 to the Seller upon execution of this Agreement, which the Seller is entitled to keep if the Buyer terminates this Agreement for any reason other than breach of this Agreement by Seller (the "Option Fee"). In exchange for the Option Fee the Seller shall allow the Buyer access to the property described in Paragraph 1 to conduct any testing, take measurements, and for any additional actions on the property the Buyer deems necessary related to the potential purchase of real property from the Seller. If the Buyer exercises the option to purchase the Final Location, \$5,000 of the Option Fee shall not be applied towards the purchase price and the remaining \$9,000 of the Option Fee shall be applied towards the purchase price (example: if the purchase price is \$300,000 the balance owed by the Buyer will be \$291,000 after application of \$9,000 of the Option Fee).

6. **Title Insurance.** Upon execution of this Agreement, the Seller shall assist the Buyer in obtaining a commitment for owner's title insurance in the amount of the purchase price as shown on Exhibit A insuring the title to the Property in fee simple. Any easements, reservations, restriction of record, or other title matters (other than mortgages, taxes, or other liens to be paid and satisfied at closing) which appear as exceptions from coverage on the title commitment and as to which the Buyer asserts no objections or requirements, will be deemed to be accepted by the Buyer. The Buyer shall be responsible for the cost of title insurance.
7. **Defects of Title.** The Buyer, at the Buyer's expense, will have a reasonable opportunity to have the evidence of title examined to note any deficiencies or defects. The Seller will then have a reasonable time in which to correct any deficiencies or defects in title. Should the Seller be unable to correct any deficiencies or defects, the Buyer may declare this Agreement terminated and of no further force or effect, or the Buyer may waive such deficiencies or defects and proceed with closing.
8. **Contingencies.** The parties agree that this Agreement is contingent upon the following:
- a. The Buyer, at the Buyer's expense, shall conduct soil testing, environmental testing, and any other required testing or other actions on the property consistent with a wastewater project and will additionally secure any required permits. If the Buyer believes the testing results show the site is not workable for a wastewater project or if the Buyer is unable to secure required permits, the Buyer may terminate this Agreement. The Seller shall allow the Buyer access to the property to conduct all such testing and other actions Buyer determines are necessary to determine if the Buyer will finalize the purchase of the Final Location.

- b. The Buyer is attempting to secure funding for a wastewater project. The Buyer may terminate this Agreement if the Riley County Board of County Commissioners determines that the wastewater project is no longer feasible pursuant to K.S.A. 19-27a06.
- c. The Buyer is attempting to secure funding that may make an alternative wastewater treatment project feasible. If the Riley County Board of County Commissioners determines an alternative project is more feasible than the planned wastewater project for the Final Location, the Buyer may terminate this agreement.
9. **Warranty Deed.** The Seller shall execute to Buyer a good and sufficient warranty deed conveying the Final Location in fee simple absolute, free and clear of all encumbrances whatsoever except easements and restrictions of record, and the executed deed will be held by the escrow agent until closing, at which time it will be delivered to the Buyer.
10. **Drainage.** As part of the wastewater project, the Buyer shall require the design to have a plan to manage water draining from along Anderson Avenue and Silver Creek. The Buyer will use reasonable efforts to ensure no additional water from a 10-year storm will back up on the Seller's crop land as would happen without the wastewater project.
11. **Fencing.** The Buyer shall install a permanent fence with a gate enclosing the wastewater project. The fence must meet all statutory, regulatory, and other legal requirements. Buyer will make reasonable efforts to design and place the fence in a manner that reduces buildup from crop residue, particularly on the northerly and westerly sides of the wastewater project. If the fence surrounding the wastewater project is not on the property line that separates the Final Location from the Seller's remaining land, the Buyer, at the Buyer's discretion, shall either clearly mark the property boundaries or place a secondary perimeter fence on that property line with at least one gate sufficient for removing stray livestock. The Seller shall not plant row crops nor farm on

the Final Location and may not use any other equipment on the Final Location to prevent damage to any drainage slopes, containment berms, fencing, etc. Buyer shall maintain the fence. If Buyer does not place a secondary perimeter fence on the Property line, Seller is not responsible for damages that may be caused by Seller's livestock. The Buyer shall inspect the fence during routine maintenance of the wastewater and shall make a reasonable effort to clear residue from the fence. The Seller shall not be responsible for crop residue causing damage to the wastewater project unless the Seller causes crop residue through negligent, reckless, or intentional bad acts. The Buyer shall not be responsible for crop residue causing damage to the Seller's property unless the damage is caused by negligent, reckless, or intentional bad acts of the Buyer.

12. **Farm Proceeds and Tenants.** The Seller is entitled to retain all pasture and crop proceeds on the real estate described in paragraph 1 herein for the 2024 growing and grazing season. The Seller shall give all notices required by Kansas law and/or by any contracts the Seller has with any third party, to terminate any tenancy with the Seller's tenant after the 2024 growing and grazing season as it relates to the Final Location. The Seller warrants that any livestock and/or crops shall be removed from the Final Location prior to construction beginning on the Final Location. The Seller may continue to use the Final Location with no rent due to the Buyer until construction begins on the Final Location. The Buyer shall notify the Seller when the Buyer issues a request for bids for construction on the site and the Buyer shall also notify the Seller of the anticipated start date once a bid for construction has been accepted. The Buyer will not be responsible for damages to crops on the Final Location due to construction. All farming operations undertaken by the Seller on the Final Location with anticipated harvest taking place after October 15, 2024 will be at the Sellers's own risk.

13. **Crop Damages.** The Buyer shall pay the Seller for any actual damages to crops or soil caused by soil testing, environmental testing, construction, or other actions by the Buyer relating to this Agreement subject to the exception in paragraph 12 of this Agreement. Damages for crop loss will be calculated by the following formula: Current Market Price of Planted Crop x Yield Per Acre x Acres Lost = Damages and yield will be determined using the average of the previous three years' yields as reported to the Buyer's crop insurance policy-writer. Buyer is responsible to take reasonable steps to return the soil as reasonably close to its original condition as possible after the soil testing, environmental testing, construction, or other actions by the Buyer relating to this Agreement.
14. **Property Ceases to be Used for Public Purpose.** The Buyer desires to acquire the Final Location for a wastewater project. Subject to Kansas law, if the Buyer determines the Final Location is no longer needed for a wastewater project and decides to sell the Final Location, the Seller, its heirs and its assigns would have the first right of refusal to purchase the property. Kansas Counties are subject to statutory requirements when selling any County-owned property. If this provision is contrary to Kansas law at the time the Buyer determines the wastewater project is not feasible or at the time the Buyer decides to sell the Final Location, Kansas law will control.
15. **Seller's Use or Remaining Property.** The Seller shall continue to use the remaining property described in Paragraph 1 of this Agreement that is not part of the Final Location for any lawful permitted use that does not interfere with the operations and maintenance of the wastewater project.
16. **Taxes.** The Seller shall pay all ad valorem and special assessments for 2023 and prior years on the Final Location. The Seller shall be responsible for all ad valorem taxes through the date of



closing. The Buyer shall be responsible for all ad valorem taxes after the date of closing. The Buyer shall file an application for an exemption from ad valorem taxes to begin on the date of closing and if such exemption is granted the Buyer shall not be responsible for any ad valorem taxes assessed on the Final Location assessed for the same year as the closing date for the purchase of the Final Location.

17. **Expenses.** The Buyer shall be responsible for the costs of escrow expenses, preparation of this Agreement excluding Seller's attorney fees, a general warranty deed, and any other closing expenses.
18. **Escrow.** Charlson & Wilson Bonded Abstracters will be the escrow agent and will hold the evidence of title, this Agreement, and deed until all terms and provisions of this Agreement have been complied with fully. Upon payment of the purchase price, the escrow agent shall deliver the evidence of title, Agreement, and deed to the Buyer.
19. **Closing.** This Agreement becomes binding upon signing by all parties. The closing date for the purchase of the Final Location will be set after the Buyer completes all testing and other actions the Buyer determines are necessary and the Buyer has secured adequate funding for the project as determined by the Buyer. This Agreement shall be null and void if the Buyer does not execute its option to purchase the Final Location, or exercise a 1-year extension, on or before October 1, 2024. The Buyer may exercise a 1-year extension of this Agreement by providing an additional \$5,000 Option Fee that will be applied towards the purchase price if the Buyer closes on the purchase of the Final Location. The Buyer shall pay all costs of title insurance, closing costs, and testing costs.



20. **Amendments.** Other than the attachment of Exhibit A, no modification of any of the terms of this Agreement shall be valid unless in writing and executed in the same manner as this Agreement.
21. **Successor and Assigns.** All covenant and agreements contained in this Agreement extend to and become binding upon respective heirs, executors, administrators, representatives, and assigns of the parties.
22. **Choice of Law.** This Agreement will be governed by the laws of the State of Kansas, without reference to its Conflict of Laws principles.
23. **Final Agreement.** This Agreement, including Exhibit A, represents the final and complete agreement between the parties.

[Remainder of this page is intentionally left blank; separate signature pages to follow.]

**Separate Signature Page**  
**Real Property Option Agreement**  
**E. Stanley Schurle Trustee of the E. Stanley**  
**Schurle Trust dated February 26, 1992 – Seller**  
**Riley County, Kansas – Buyer**

**Seller**

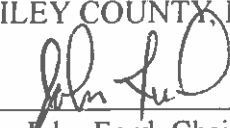
E. STANLEY SCHURLE TRUST  
 DATED FEBRUARY 26, 1992

By: 

E. Stanley Schurle, Trustee

**Buyer**

BOARD OF COUNTY COMMISSIONERS  
 OF RILEY COUNTY, KANSAS

By: 

John Ford, Chairman

Date

2/12/24

By:

Greg McKinley, Vice-Chair



By:

Kathryn Focke, Member



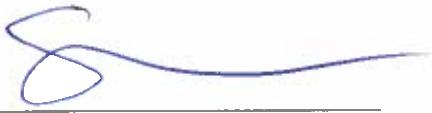
ATTEST:

Rich Vargo, County Clerk



Approved as to Form

By:

Shelley Woodard  
Riley County Deputy Counselor

Date

2/14/24

Witness to Signature of E. Stanley Schurle, Trustee

STATE OF KANSAS )

) SS:

COUNTY OF RILEY )

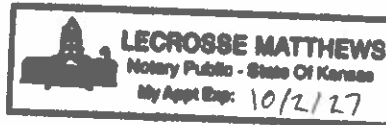
BE IT REMEMBERED, that on this 8<sup>th</sup> day of February, 2024, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came E. Stanley Schurle, Trustee of the E. Stanley Schurle Trust dated February 26, 1992, who is personally known to me to be the same

person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



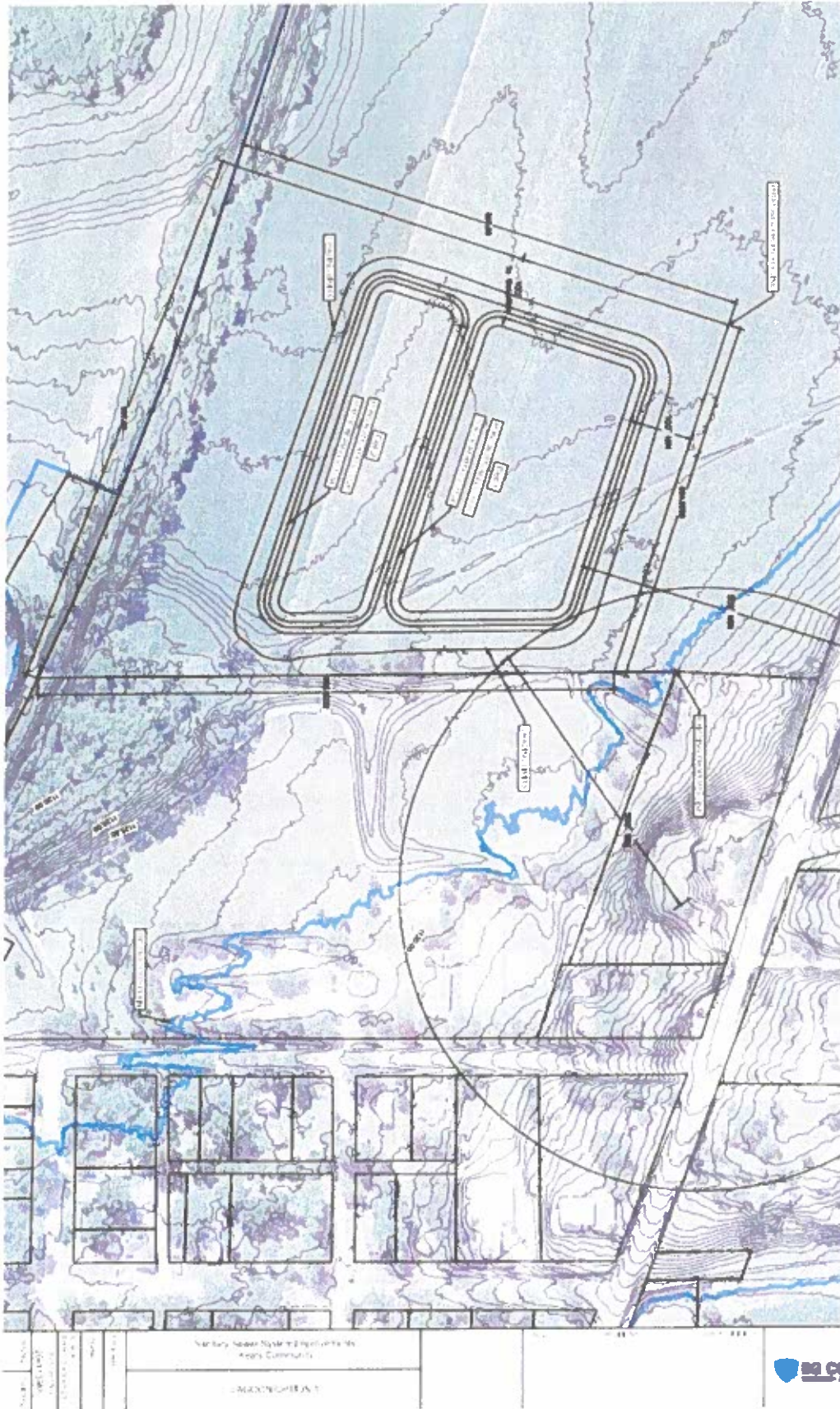
Notary Public



My Commission Expires: 10/2/27

Exhibit A

Attachment: Real Property Option Agreement filed with ROD (15093 : Closing Upon Purchase of Property for Keats Sewer Project)





## **FIRST AMENDMENT TO REAL PROPERTY OPTION AGREEMENT**

THIS FIRST AMENDMENT TO REAL PROPERTY AGREEMENT ("First Amendment") is made and entered into effective September 5, 2024 ("Amendment Effective Date") by and between the Board of County Commissioners of Riley County, Kansas ("Buyer") and E. Stanley Schurle, Trustee of the E. Stanley Schurle Trust dated February 26, 1992 ("Seller").

WITNESSETH:

WHEREAS, Buyer desires to execute its option to purchase property from Seller pursuant to Section 19 of that certain Real Property Option Agreement dated February 8, 2024, ("Option Agreement") for the purchase of up to 15 acres of property from Seller for the installation of sanitary sewer lagoon improvements that will provide sanitary sewer services to the residents of Keats ("Keats Sewer Project"); and

WHEREAS, the Kansas Department of Health and Environment has stipulated that for the Keats Sewer Project to be completed upon the property purchased from Seller, Seller must execute the Waiver of Setback document attached as Exhibit A to this First Amendment document; and

WHEREAS, the Waiver of Setback document authorizes the Keats Sewer Project to engage in the Agricultural Application of Wastewater Effluent upon portions of the Property acquired under the Option Agreement up to a 25-foot buffer zone setback from property owned by the Seller, which constitutes a waiver and reduction to 25-foot of the minimum 100-foot buffer zone adjacent to the perimeter of the land application site for Wastewater Effluent on the Property prescribed by the Minimum Design Requirements governing the Agricultural Application of Wastewater or Sludge codified at Article XIII of KDHE's Minimum Standards of Design for Water Pollution Control Facilities ("100 Feet Buffer Zone Waiver"); and

WHEREAS, Buyer shall close upon the purchase of property under the Option Agreement subject to execution of the Waiver of Setback document by Seller.

NOW, THEREFORE, RILEY COUNTY PROCEEDS AS FOLLOWS:

1. Pursuant to and in satisfaction of the provisions of the Option Agreement, Closing shall take place with the Escrow Agent, Charlson & Wilson Bonded Abstractors, on or before September 30, 2024. Closing has been scheduled to occur on September 16, 2024, and Seller shall execute and deliver to the Escrow Agent the Waiver of Setback document, a warranty deed transferring title of the property purchased by Buyer under the Option Agreement, and all closing documents required by Escrow Agent to complete the transaction and provide title insurance for Buyer's purchase of said property. Such

documents generally consist of an owner's affidavit and the final and correct settlement statement/closing statement documenting the payment and distribution of funds paid by Seller to Buyer for the property.

2. In exchange for Seller executing the Waiver of Setback document, Buyer shall pay Seller the sum of Three Thousand Dollars (\$3,000) upon closing in addition to the full purchase price for all fifteen acres of the Property purchased under the Option Agreement.
3. The legal description of the property being purchased by Buyer from Seller under the Option Agreement is contained in Exhibit B to this First Amendment document.

EXECUTED BY BUYER this 5<sup>th</sup> Day of September 2024 to be effective upon the Amendment Effective Date.

**Buyer**

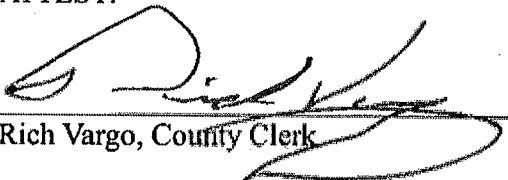
BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS

By:   
John Ford, Chair

9-5-24  
Date



ATTEST:

  
Rich Vargo, County Clerk

Approved as to Form

By:   
Bryant Parker  
Riley County Deputy County Counselor

9-5-24  
Date

[SELLER SIGNATURE PAGE FOLLOWS]

Attachment: First Amendment to Real Property Option Agreement. EXECUTED BY ALL PARTIES (15093 : Closing Upon Purchase of Property

EXECUTED BY SELLER this 13<sup>th</sup> Day of September 2024 to be effective upon the Amendment Effective Date.

**Seller**

E. STANLEY SCHURLE TRUST

By: *E. Stanley Schurle*  
E. Stanley Schurle, Trustee

9-13-2024  
Date

STATE OF KANSAS           )  
                                          )     SS:  
COUNTY OF RILEY        )

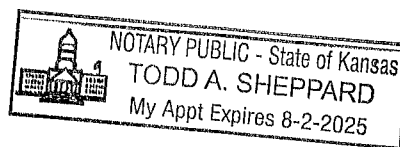
BE IT REMEMBERED, that on this 13<sup>th</sup> day of September, 2024 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came E. Stanley Schurle, Trustee of the E. Stanley Schurle Trust, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same as Trustee on behalf of and as the free act and deed of said E. Stanley Schurle Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires:

8-2-2025



**Exhibit A to First Amendment**

Attachment: First Amendment to Real Property Option Agreement.EXECUTED BY ALL PARTIES (15093 : Closing Upon Purchase of Property



**WAIVER OF MINIMUM DESIGN REQUIREMENTS GOVERNING THE  
AGRICULTURAL APPLICATION OF WASTEWATER CODIFIED IN  
ARTICLE XIII OF KDHE'S MINIMUM STANDARDS OF DESIGN FOR  
WATER POLLUTION CONTROL FACILITIES**

THIS WAIVER OF MINIMUM DESIGN REQUIREMENTS is executed on this \_\_\_\_ day of August 2024, by the E. Stanley Schurle Trust ("Schurle Trust") via the signature of E. Stanley Schurle, Trustee of said E. Stanley Schurle Trust.

**WITNESSETH:**

The Schurle Trust, as owner of real property adjacent to the Property for the Keats Sewer Project that is described within and being acquired by Riley County, Kansas ("Riley County") pursuant to that Real Property Option Agreement dated February 8, 2024, ("Option Agreement"), hereby waives, consents and agrees to the following modification of the regulations governing the Agricultural Application of Wastewater or Sludge adopted August 17, 1978, ("Wastewater Application Standards") as part of the Kansas Department of Health and Environment's Minimum Standards of Design for Water Pollution Control Facilities:

The minimum 100-foot buffer zone prescribed by Subsection A.6 of the Minimum Design Requirements of the Wastewater Application Standards is hereby waived and agreed to be amended to require only a 25-foot buffer zone adjacent to the perimeter of the portions of the Keats Sewer Project Property being used for application of wastewater via sprinkler equipment. Said 25-foot buffer zone shall be contained entirely upon the Keats Sewer District Property acquired pursuant to the Option Agreement and shall provide separation between the portions of the Keats Sewer District Property upon which wastewater is applied and all properties adjacent to the Keats Sewer District Property. It is agreed that, in light of the substantial primary treatment applied to the wastewater generated by the Keats Sewer District Project, the reduction of the general 100-foot buffer zone is appropriate.

## E. STANLEY SCHURLE TRUST

STATE OF KANSAS                    )  
                                          )       SS:  
COUNTY OF RILEY                 )

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

**My Commission Expires:**

## EXHIBIT B

### LEGAL DESCRIPTION

#### KEATS LAGOON

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 6 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY BRIAN J. WESTBERG, P.S. 1708, ON DECEMBER 13, 2023, AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 36; THENCE  
 ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36  
 S. 00°06'31" E. 163.40 FEET; THENCE  
 S. 89°53'29" W. 635.04 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF A  
 TRACT OF LAND CONVEYED TO THE BOARD OF COMMISSIONERS OF RILEY  
 COUNTY, KANSAS (KEATS PARK TRACT) AS DESCRIBED ON PAGES 517-518 IN  
 BOOK 453 AT THE RILEY COUNTY REGISTER OF DEEDS BEING 115.00 FEET S.  
 00°06'31" E. FROM THE NORTHWEST CORNER OF SAID KEATS PARK TRACT AND  
 THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO LILY R. SCHWAB  
 AND NELLIE M. SCHWAB AS DESCRIBED ON PAGES 341-342 IN BOOK 311 AT THE  
 RILEY COUNTY REGISTER OF DEEDS; THENCE  
 N. 71°47'39" W. 668.15 FEET; THENCE  
 S. 18°12'21" W. 807.53 FEET TO A POINT 50.00 FEET NORTH (MEASURED  
 PERPENDICULAR) OF THE CENTERLINE OF THE ABANDONED CHICAGO, ROCK  
 ISLAND AND PACIFIC RAILROAD; THENCE PARALLEL WITH AND 50.00 FEET NORTH  
 OF SAID CENTERLINE OF THE ABANDONED CHICAGO, ROCK ISLAND AND PACIFIC  
 RAILROAD  
 S. 72°20'48" E. 234.42 FEET; THENCE CONTINUING PARALLEL WITH AND 50.00 FEET  
 NORTH OF SAID CENTERLINE OF THE ABANDONED CHICAGO, ROCK ISLAND AND  
 PACIFIC RAILROAD  
 ON A CURVE TO THE RIGHT WITH A RADIUS OF 5779.65 FEET, AN ARC LENGTH OF  
 714.02 FEET, THE CHORD OF SAID CURVE BEARS 713.56 FEET S. 68°48'27" E., TO  
 THE WEST LINE OF SAID KEATS PARK TRACT; THENCE ALONG THE WEST LINE OF  
 SAID KEATS PARK TRACT  
 N. 00°06'31" W. 887.40 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES

**PURCHASER'S STATEMENT****Date:** October 4, 2024**GFNo:** 43424

**Sale From:** First American Exchange Co. LLC as QI for E.  
Stanley Schurle Trust dated February 26, 1992  
8500 Anderson Avenue  
Manhattan, KS 66503

**To:** The Board of County Commissioners of Riley County, Kansas  
110 Courthouse Plaza  
Manhattan, KS 66502

**Property:** 36-9-6, a tract in Riley County, Kansas.  
7483 Anderson Ave.  
Manhattan, KS 66503

**Purchase Price** ..... **\$300,000.00**

**Plus: Charges**

|                                                                                     |                     |
|-------------------------------------------------------------------------------------|---------------------|
| Filing Fees to Riley County Register of Deeds .....                                 | \$55.00             |
| Warranty Deed .....                                                                 | \$55.00             |
| Recording fee for Waiver of Setback to Riley County Register of Deeds .....         | \$55.00             |
| Fees to Charlson & Wilson Bonded Abstracters, Inc. ....                             | \$580.00            |
| Settlement Fee .....                                                                | \$580.00            |
| Title Insurance .....                                                               | \$1,068.00          |
| Basic Owner .....                                                                   | \$1,058.00          |
| Recording Srvc - \$5 PER DOC .....                                                  | \$10.00             |
| Removal of Arbitration clause to Charlson & Wilson Bonded<br>Abstracters, Inc. .... | \$40.00             |
| Payment to seller for Waiver of Setback agreement .....                             | \$3,000.00          |
| <b>Total Charges</b> .....                                                          | <b>\$4,798.00</b>   |
| <b>Gross Amount Due By Purchaser</b> .....                                          | <b>\$304,798.00</b> |

**Less: Credits**

|                                                 |                                    |                            |
|-------------------------------------------------|------------------------------------|----------------------------|
| County property taxes .....                     | From 1/1/2024 thru 9/29/2024 ..... | \$266.94                   |
| Earnest Money .....                             |                                    | \$5,000.00                 |
| Credit to Buyer for portion of option fee ..... |                                    | \$9,000.00                 |
| <b>Total Credits</b> .....                      |                                    | <b>\$14,266.94</b>         |
| <b>Balance Due by Purchaser</b> .....           |                                    | <b><u>\$290,531.06</u></b> |

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Charlson & Wilson Bonded Abstracters, Inc. to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement

GFNo: 43424

Page 2

Charlson &amp; Wilson Bonded Abstracters, Inc.

The Board of County Commissioners of Riley County, Kansas

By \_\_\_\_\_  
TODD A. SHEPPARD

\_\_\_\_\_  
By: John Ford, Chair

\_\_\_\_\_  
By: Greg McKinley, Vice-Chair

\_\_\_\_\_  
By: Kathryn Focke, Member

Attest

\_\_\_\_\_  
By: Rich Vargo, Clerk

Attachment: Schurle to Riley county 1031 buyer statement for October 4 43424 (15093 : Closing Upon Purchase of Property for Keats Sewer

## KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE

|                                      |                                                  |                                                                  |               |           |           |             |              |             |              |           |
|--------------------------------------|--------------------------------------------------|------------------------------------------------------------------|---------------|-----------|-----------|-------------|--------------|-------------|--------------|-----------|
| <b>FOR COUNTY USE ONLY:</b>          |                                                  | COV # _____                                                      | CO. NO. _____ | MAP _____ | SEC _____ | SHEET _____ | QTR. _____   | BLOCK _____ | PARCEL _____ | OWN _____ |
| DEED BOOK _____                      | PAGE _____                                       |                                                                  |               |           |           |             |              |             |              |           |
| RECORDING DATE _____ / _____ / _____ | TYPE OF INSTRUMENT<br>CR _____ RA _____ DE _____ | SPLIT <input type="checkbox"/><br>MULTI <input type="checkbox"/> |               | MO _____  | YR _____  | TY _____    | AMOUNT _____ | S _____     | V _____      |           |

SELLER (Grantor)  
NAME E. Stanley Schurle Trust dated February 26, 1992

MAILING 8500 Anderson Avenue

CITY/ST/ZIP Manhattan, KS 66503

PHONE NO. (785) 539-5963

email (optional) \_\_\_\_\_

BUYER (Grantee)  
NAME The Board of County Commissioners, Riley County, Kansas,

MAILING 115 N. 4th St., 3rd Floor West

CITY/ST/ZIP Manhattan, KS 66502

PHONE NO. ( ) 785-565-6844

email (optional) \_\_\_\_\_

**IF AN AGENT SIGNS THIS FORM, BOTH BUYER AND SELLER TELEPHONE NUMBERS MUST BE ENTERED.**

## BRIEF LEGAL DESCRIPTION

See Attached "Exhibit A"

**Property / Situs Address:** 7483 Anderson Ave., Manhattan, KS 66503

Name and Mailing Address for Tax Statements

Same as Buyer's name and address as shown above.

## 1. Check any special factors that apply:

- ☐ Sale between immediate family members:  
Specify the relationship \_\_\_\_\_
- ☐ Sale involved corporate affiliates or related entities
- ☐ Auction sale (absolute auction ☐ Yes ☐ No)
- ☐ Short sale (amount of lien(s) exceeds sale proceeds)
- ☐ Transfer in lieu of foreclosure or repossession
- ☐ Sale involved a build-to-suit or leaseback arrangement
- ☐ Sale by judicial order (by a guardian, executor, conservator, administrator, or trustee of an estate)
- ☒ Sale involved a government agency or public utility
- ☐ Buyer (new owner) is a religious, charitable, or benevolent organization, school or educational association
- ☐ Buyer (new owner) is a financial institution, insurance company, pension fund, or mortgage corporation
- ☐ Sale of only a partial interest in the real estate
- ☐ Sale involved a trade or exchange of properties
- ☐ **None of the above**

## 2. Check use of property at the time of sale:

- ☐ Single family residence ☒ Agricultural land
- ☐ Farm/Ranch with residence Mineral rights included? ☐ Yes ☐ No
- ☐ Condominium unit ☒ Yes ☐ No
- ☐ Vacant land ☐ Apartment building
- ☐ Other: (Specify) \_\_\_\_\_ ☐ Commercial/Industrial bldg.

## 3. Was the property rented or leased at the time of sale?

- ☐ Yes (number of years remaining on lease \_\_\_\_\_)
- ☐ Tenant is buyer ☒ No

## 4. Did the sale price include an operating business?

- ☐ Yes (estimated value \$ \_\_\_\_\_) ☒ No

## 5. Was any personal property included in the sale price (such as furniture, equipment, inventory, machinery, crops, etc.)?

- ☐ Yes ☒ No If yes, please describe \_\_\_\_\_

Estimated value of all personal property items included in the sale price \$ \_\_\_\_\_

If **Mobile Home:** Year \_\_\_\_\_ Model \_\_\_\_\_

6. Were any changes made to the property since January 1<sup>st</sup>?

- ☐ Yes ☒ No
- ☐ Demolition ☐ New construction ☐ Remodeling ☐ Additions
- Date completed \_\_\_\_\_ Amount \$ \_\_\_\_\_

7. Were any **delinquent** property taxes paid by the buyer? Amt. \$ \_\_\_\_\_

- ☐ Yes **AND** the amount was included in the total sale price
- ☐ Yes but the amount was **not** included in the total sale price
- ☒ No delinquent property taxes were included in the sale

## 8. Method of financing (check all that apply):

- ☐ New loan(s) from a financial institution ☐ IRS 1031 Exchange
- ☐ Seller financing ☐ Assumption of an existing loan(s)
- ☒ All cash ☐ Trade of property ☐ Not applicable

## 9. Was the property offered to other potential buyers?

- ☐ Yes: Advertised (listed, Internet, yard sign, word-of-mouth, etc.)
- ☒ No: Private purchase (not offered on the open market)

## 10. Does the buyer hold title to any adjoining property?

- ☒ Yes ☐ No

## 11. Are there any additional facts that would cause this sale to be a distressed, forced, or non-arm's length exchange?

- ☒ Yes ☐ No If yes, please describe \_\_\_\_\_
- Purchase is made in resolution of pending eminent domain case.

**K.S.A. 79-1437g. Same; penalty for violations. Any person who shall falsify the value of real estate transferred shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$500.**

300,000.00

## 12. TOTAL SALE PRICE \$ \_\_\_\_\_

DEED DATE 9 / 13 / 2024

## 13. I have read the instructions for completing this form and certify that the above information is true and accurate.

**The Board of County Commissioners of**

Print name Riley County, Kansas

Signature \_\_\_\_\_

**By: John Ford, Chair**

☐ Grantor (Seller) ☒ Grantee (Buyer)

☐ Agent Daytime phone number ( ) \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THE SALES VALIDATION QUESTIONNAIRE**  
**One Part Form**

4.d

- ITEM 1** Please check all boxes which pertain to the sale.
- ITEM 2** Check the box which describes the current or most recent use of the property at the time of sale. Check all boxes which are applicable if the property has multiple uses.
- ITEM 3** Check yes if the buyer assumed any long term lease(s) (more than 3 years remaining) at the time of sale. Enter the years remaining if known. Check the box if a tenant (renter or lessee) purchased the property.
- ITEM 4** Check yes if the purchase price included an operating business that may include intangible personal property such as a franchise, trade license patent, trademark, stocks, bonds, and/or goodwill. Estimate the value of the intangibles if this was part of the purchase agreement and include the total sale price.
- ITEM 5** Check yes if any tangible items of property were included in the sale price. If possible, provide a brief description and your estimate of all personal property included in the total sale price.
- ITEM 6** Check yes if the property characteristics changed after January 1<sup>st</sup> of the sale year. Indicate what type of major change(s) (such as demolition, construction, remodeling, rehabilitation) took place by marking the appropriate box. Indicate the approximate date the changes took place and approximate cost.
- ITEM 7** Check yes if any delinquent property taxes were paid by the buyer and included as part of the sale price. Do not include the estimated real estate taxes prorated for the year the property sold included as part of the typical escrow closing cost.
- ITEM 8** Check the predominate method of financing used to acquire the property. Check "Not Applicable" if money did not exchange hands.
- ITEM 9** Check yes if the property was advertised on the open market, listed with a real estate agent or broker, displayed a for sale sign, advertised in a newspaper or other publication, listed on the internet, and/or offered by word of mouth. A private sale is an exchange that was not made available to the general public or the property was not exposed on the open market.
- ITEM 10** Check yes if the buyer owns or controls the property adjoining or adjacent to the property being purchased.
- ITEM 11** Provide a brief explanation if either the buyer or seller did not act prudently, was not fully informed about the property, did not have knowledge of the local market, was poorly advised, did not use good judgment in the negotiations, was acting under duress, or was compelled to sell or buy property out of necessity.
- ITEM 12** Provide the total sale price and date of sale. The date should be the date that either the deed or the contract for deed was signed, not the date the deed was recorded.
- ITEM 13** Please sign the questionnaire and list a daytime phone number. The county appraiser may need to make a follow up phone call to clarify unusual terms or conditions.

When a real estate sales validation questionnaire is not required due to one or more of the exemptions provided in 1-16 below, the exemption must be clearly stated on the document being filed. The Register of Deeds cannot add this information to the deed at filing.

**TRANSFERS OF TITLE THAT DO NOT REQUIRE A SALES VALIDATION QUESTIONNAIRE:**

- (1) Recorded prior to the effective date of this act, i.e., July 1, 1991;
- (2) made solely for the purpose of securing or releasing security for a debt or other obligation;
- (3) made for the purpose of confirming, correcting, modifying or supplementing a deed previously recorded, and without additional consideration;
- (4) by way of gift, donation or contribution stated in the deed or other instruments;
- (5) to cemetery lots;
- (6) by leases and transfers of severed mineral interests;
- (7) to or from a trust, and without consideration;
- (8) resulting from a divorce settlement where one party transfers interest in property to the other;
- (9) made solely for the purpose of creating a joint tenancy or tenancy in common;
- (10) by way of a sheriff's deed;
- (11) by way of a deed which has been in escrow for longer than five years;
- (12) by way of a quit claim deed filed for the purpose of clearing title encumbrances;
- (13) when title is transferred to convey right-of-way or pursuant to eminent domain;
- (14) made by a guardian, executor, administrator, conservator or trustee of an estate pursuant to judicial order;
- (15) when title is transferred due to repossession; or
- (16) made for the purpose of releasing an equitable lien on a previously recorded affidavit of equitable interest, and without additional consideration.

- (b) **When a real estate sales validation questionnaire is not required due to one or more of the exemptions provided in 1-16 above, the exemption shall be clearly stated on the document being filed.**

If you have any questions or need assistance completing this form, please call the county appraiser's office.



EXHIBIT A  
Legal Description

A tract of land located in the West Half (W½) of Section Thirty-six (36), Township Nine (9) South, Range Six (6) East of the 6th P.M., Riley County, Kansas, more particularly described by Brian J. Westberg, P.S. 1708, on September 10, 2024, as follows: Commencing at the Center Quarter Corner of said Section 36; thence along the East line of the Southwest Quarter of said Section 36 S. 00°06'31" E 163.40 feet; thence S. 89°53'29" W. 635.04 feet to the point of beginning on the West line of a tract of land conveyed to the Board of Commissioners of Riley County, Kansas (Keats Park tract) as described on Pages 517-518 in Book 453 at the Riley County Register of Deeds being 115.00 feet S. 00°06'31" E. from the Northwest corner of said Keats Park tract and the Southwest corner of a tract of land conveyed to Lily R. Schwab and Nellie M. Schwab as described on Pages 341-342 in Book 311 at the Riley County Register of Deeds; thence N. 71°47'39" W. 668.15 feet; thence S. 18°12'21" W. 807.53 feet to a point 50.00 feet North (measured perpendicular) of the centerline of the abandoned Chicago, Rock Island and Pacific Railroad; thence parallel with and 50.00 feet North of said centerline of the abandoned Chicago, Rock Island and Pacific Railroad S 72°20'48" E. 234.42 feet; thence continuing parallel with and 50.00 feet North of said centerline of the abandoned Chicago Rock Island and Pacific Railroad on a curve to the right with a radius of 5779.65 feet, an arc length of 714.02 feet, the chord of said curve bears 713.56 feet S. 68°48'27" E. to the West line of said Keats Park tract; thence along the West line of said Keats Park tract N. 00°06'31" W. 887.40 feet to the point of beginning, containing 15.00 acres.

Attachment: svq revised with ford to sign for county 43424 (15093 : Closing Upon Purchase of Property for Keats Sewer Project)

## SECOND AMENDMENT TO REAL PROPERTY OPTION AGREEMENT

THIS SECOND AMENDMENT TO REAL PROPERTY AGREEMENT (“Second Amendment”) is made and entered into effective October 3, 2024 (“Second Amendment Effective Date”) by and between the Board of County Commissioners of Riley County, Kansas (“Buyer”) and E. Stanley Schurle, Trustee of the E. Stanley Schurle Trust dated February 26, 1992 (“Seller”).

WITNESSETH:

WHEREAS, Buyer and Seller desire to extend Closing of the purchase of property by Buyer from Seller under that certain Real Property Option Agreement dated February 8, 2024, (“Option Agreement”) for the purchase of up to 15 acres of property from Seller for the installation of sanitary sewer lagoon improvements that will provide sanitary sewer services to the residents of Keats (“Keats Sewer Project”).

NOW, THEREFORE, RILEY COUNTY PROCEEDS AS FOLLOWS:

1. Buyer and Seller hereby agree and confirm that Closing under the Option Agreement shall take place with the Escrow Agent, Charlson & Wilson Bonded Abstractors, on October 4, 2024. All conditions of Closing for both Buyer and Seller have been satisfied, and Buyer and Seller hereby agree to the extension of Closing without separate payment of the \$5,000 Option Fee since 100% of the Option Fee is applied to the purchase price and Buyer has already agreed to pay 100% of the purchase price at Closing.
2. All other provisions of the Option Contact, including all terms of the First Amendment to the Real Property Option Agreement, are and shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY BUYER this 3<sup>rd</sup> Day of October, 2024 to be effective upon the Second Amendment Effective Date.

**Buyer**

BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSAS

By: \_\_\_\_\_  
John Ford, Chair

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Rich Vargo, County Clerk

Approved as to Form

By: \_\_\_\_\_  
Bryant Parker  
Riley County Deputy County Counselor

\_\_\_\_\_  
Date

[SELLER SIGNATURE PAGE FOLLOWS]

Attachment: Second Amendment to Real Property Option Agreement (15093 : Closing Upon Purchase of Property for Keats Sewer Project)

EXECUTED BY SELLER this \_\_\_\_\_ Day of October, 2024 to be effective upon the Second Amendment Effective Date.

**Seller**

E. STANLEY SCHURLE TRUST

By: \_\_\_\_\_  
E. Stanley Schurle, Trustee Date \_\_\_\_\_

STATE OF KANSAS            )  
                                          )       SS:  
COUNTY OF RILEY        )

BE IT REMEMBERED, that on this \_\_\_\_ day of October, 2024, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came E. Stanley Schurle, Trustee of the E. Stanley Schurle Trust, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same as Trustee on behalf of and as the free act and deed of said E. Stanley Schurle Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:





**COUNTY CLERK & ELECTIONS**  
*Personnel*

**Rich Vargo**  
County Clerk  
110 Courthouse Plaza  
Manhattan, KS 66502  
Phone: 785-565-6200

## COMMISSION AGENDA REPORT

---

**FROM:** Elizabeth Ward, Human Resource Manager

**MEETING:** October 3, 2024

**SUBJECT:** Action on Mobile Device Reimbursement Request Form

**PRESENTER:** Elizabeth Ward, Human Resource Manager

---

### **POSSIBLE MOTION(S)**

Move to approve the Mobile Device Reimbursement Request Form(s).

Move to deny the Mobile Device Reimbursement Request Form(s).

Move to table the Mobile Device Reimbursement Request Form(s).

### **Enclosures:**

- J Hansen Mobile Device Reimbursement (PDF)

### Mobile Device Reimbursement Request Form

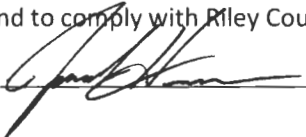
Employee Name: Jacob Hansen

Job Title: Deputy County Counselor Department: Counselor's Office

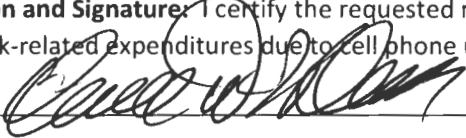
Cell Phone Number: 785-220-6523

Reimbursement Amount: ☐ \$25 ☐ \$40 ☒ \$65 Data Enabled (BOCC approval needed)

**Employee Certification and Signature:** I certify my position will require the use of my portable communication device that the county is reimbursing me for my expense. I will promptly report any changes in the level of those business use expenses to my Supervisor. I further certify that I have read, understood, and intend to comply with Riley County's Portable Mobile Device Policy.

Employee Signature:  Date: 9-30-24

**Supervisory Certification and Signature:** I certify the requested reimbursement is needed for this employee, to cover work-related expenditures due to cell phone use, or other, as described above.

Supervisor Signature:  Date: 9-30-24

BOCC Designation: ☐ Approved ☐ Denied

BOCC Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Payroll Use Only

Start Date: \_\_\_\_\_

Terminate Current Monthly Allowance effective: \_\_\_\_\_

Updated March 2023

Attachment: J Hansen Mobile Device Reimbursement (15086 : Mobile Device Reimbursement Request Form)





**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
October 07, 2024**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

**Commission Comments**

**Business Meeting**

1. Highway Use Permit
2. Change Order for Election Office

**Review Minutes**

**Review Tentative Agenda**

**Press Conference Topics**

**9:00 AM**

**Clancy Holeman, Counselor/Director of Administrative Services**

3. Administrative Work Session

**9:20 AM**

**Heather Germann, Leonardville Nursing Home Administrator**

4. Letter of Support for a grant application for the Leonardville Nursing Home

**9:30 AM**

**Press Conference**

5. RCPD Update - Greg Steere (3-5 minutes)
6. 2024 General Election - Rich Vargo (2-3 minutes)

**9:40 AM**

**Bob Isaac, Planner**

7. Special Use Authorization to allow construction of a rural fire station on an unplatted tract and plat into a single lot

**10:00 AM**

**Brittany Phillips, Budget and Finance Officer**

8. ARPA Presentation

Attachment: 10-07-24 tentative agenda (14240 : Tentative Agenda)

**10:15 AM Amanda Webb, Planning/Special Projects Director**

9. Staff update
10. Planning and Development Fee Schedule Resolution

**Adjournment****Announcement**

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, October 8, 2024 (JF).

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In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 10-07-24 tentative agenda (14240 : Tentative Agenda)



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
October 10, 2024**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

**Commission Comments**

**Business Meeting**

1. Discuss Joint City/County/County Meeting

**Review Minutes**

**Review Tentative Agenda**

**Press Conference Topics**

**9:00 AM**

**Clancy Holeman, Counselor/Director of Administrative Services**

2. Administrative Work Session

**9:20 AM**

**Break**

**9:30 AM**

**Shilo Heger, Treasurer**

3. Monthly Revenue Reports

**9:45 AM**

**Jason Smith, Manhattan Area Chamber of Commerce**

4. Economic development update

**10:00 AM**

**Health Department**

5. Staff update

**10:45 AM**

**Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer**

6. Monthly Cash Flow Reports

**Adjournment**

Attachment: 10-10-24 tentative agenda (14240 : Tentative Agenda)

**Announcements**

Riley County Offices will be closed Monday, October 14th due to Employee Day.

The Board of County Commissioners will not be in session on Monday, October 14th.

---

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**COUNTY  
COUNSELOR/ADMINISTRATIVE  
SERVICES**  
*Meeting information*

**Clancy Holeman**  
Counselor/Director of  
Administrative Services  
115 North 4th Street  
Manhattan, KS 66502  
Phone: 785-565-6844

## COMMISSION AGENDA REPORT

---

**FROM:** Clancy Holeman, Deputy County Counselor  
**MEETING:** October 3, 2024  
**SUBJECT:** Vandahl Fence View  
**PRESENTER:** Clancey Holeman, Deputy County Counselor

---

### **BACKGROUND**

Attached is an "Application for Fence Viewing" submitted by landowner Shirley Vandahl.

Also attached is an aerial showing the fence line in dispute.

The adjoining property along the disputed partition fence line is owned by John Chaffee.

### **DISCUSSION**

The parties have been notified there will be a fence view by the BOCC, acting as "fence viewers" pursuant to statute.

### **FISCAL IMPACT**

Minimal. Small fee owed by the fence viewers.

### **RECOMMENDATION(S)**

I recommend the BOCC conduct the fence view as requested, on October 4, 2024 at 9:30 a.m.

### **POSSIBLE MOTION(S)**

- A. "I move the BOCC conduct the fence view as requested."
- B. "I move the BOCC not conduct the fence view as requested, but instead... ."

**Enclosures:**

- Shirley Vandahl Fence View Application (PDF)
- Property Map (JPG)

## APPLICATION FOR FENCE VIEWING

**INSTRUCTIONS:** Provide all information requested. Application must be signed by all Owners of Record. If there is not sufficient space to provide the requested information, attached additional pages as necessary. Mail or deliver application to:

**BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS  
COURTHOUSE PLAZA EAST  
115 NORTH 4<sup>TH</sup> STREET – 1<sup>ST</sup> FLOOR  
MANHATTAN KS 66502**

NAMES OF APPLICANT LANDOWNER(S): Shirley Jo Vandahl

ADDRESS OF APPLICANT(S): 317 Fordham Rd Manhattan,  
KS 66503

CELL PHONE NUMBER(S): 785-532-8240 (Shirley) 785-532-9815 (Vernon)

EMAIL ADDRESS: vandahl317@hotmail.com

NAME(S) OF ADJACENT LANDOWNER(S): John Chaffee

ADDRESS OF ADJACENT LANDOWNER(S): \_\_\_\_\_

LEGAL DESCRIPTION OF TRACT OF PROPERTY OWNED BY APPLICANT THAT CONTAINS THE PROPERTY LINE IN DISPUTE: \_\_\_\_\_

13-8-4  
E2 SW4  
SE4 NW4

LEGAL DESCRIPTION OF TRACT OF PROPERTY OWNED BY NEIGHBOR THAT CONTAINS THE PROPERTY LINE IN DISPUTE: \_\_\_\_\_

13-8-4  
E2 SE4

DESCRIBE THE NATURE OF THE CONTROVERSY: John Chaffee has not  
maintained his half of the fence for a very long  
time

STATE YOUR CLAIM: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE YOUR NEIGHBOR'S CLAIM: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ATTACH A SKETCH OR DIAGRAM SHOWING:

- (1) YOUR PROPERTY
- (2) YOUR NEIGHBOR'S PROPERTY
- (3) THE LOCATION OF THE DISPUTED FENCE LINE
- (4) THE LOCATION OF OBSTACLES WHICH MAY AFFECT  
THE ASSIGNMENT OF EQUAL SHARES

**I (WE) APPLY TO THE BOARD OF COMMISSIONERS OF RILEY COUNTY IN THEIR CAPACITY AS FENCE VIEWERS TO VIEW THE PARTITION FENCE LINE DESCRIBED ABOVE PURSUANT TO K.S.A. 29-304, AND TO ASSIGN TO EACH PARTY THEIR EQUAL SHARE OF THE PARTITION FENCE WHICH WILL BE THAT PARTY'S RESPONSIBILITY TO KEEP UP AND MAINTAIN IN GOOD REPAIR.**

Dated: 9-30-24

APPLICANT(S):

Shirley J. Vandahl  
 Printed Name

Shirley J. Vandahl  
 Signature

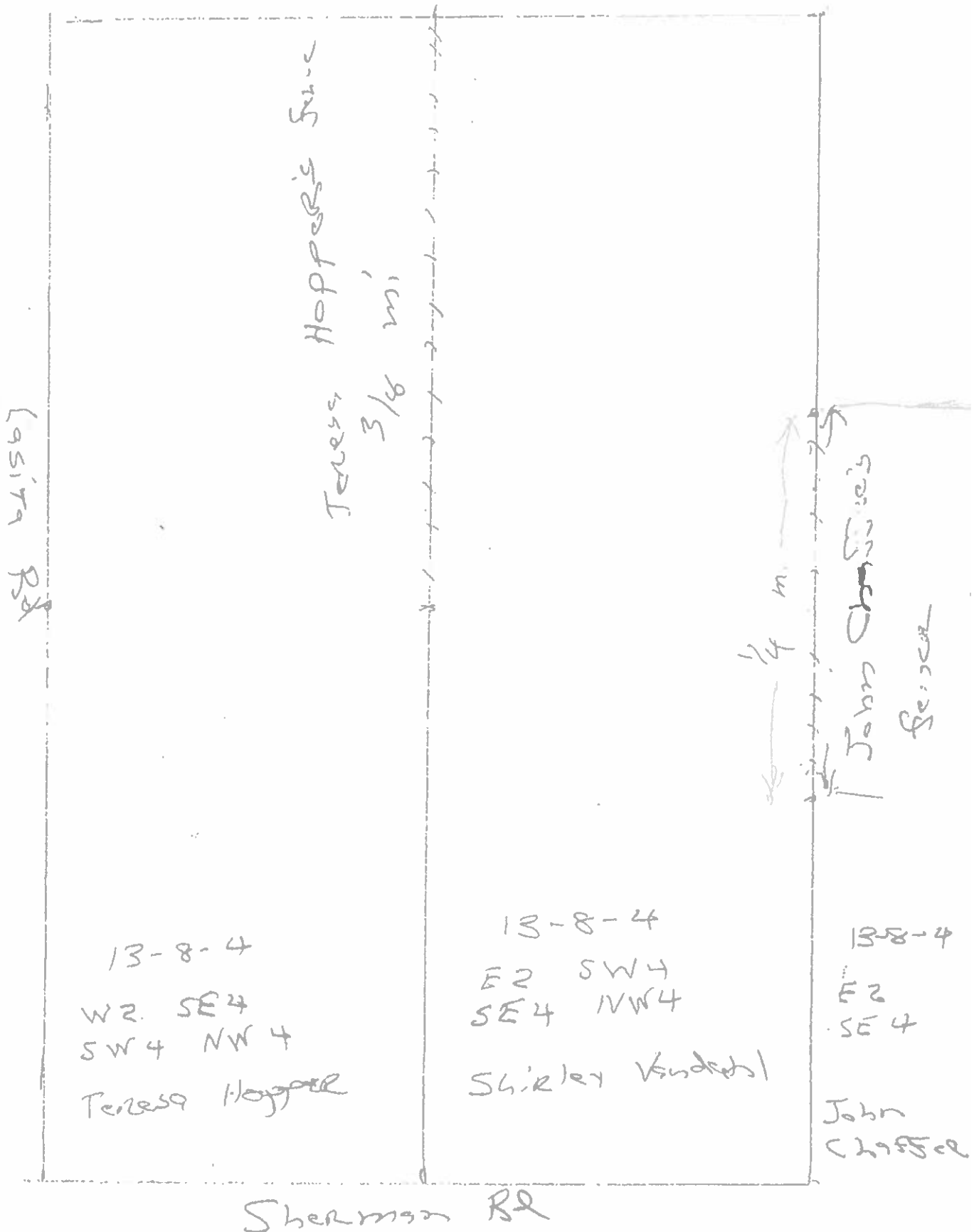
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 Signature

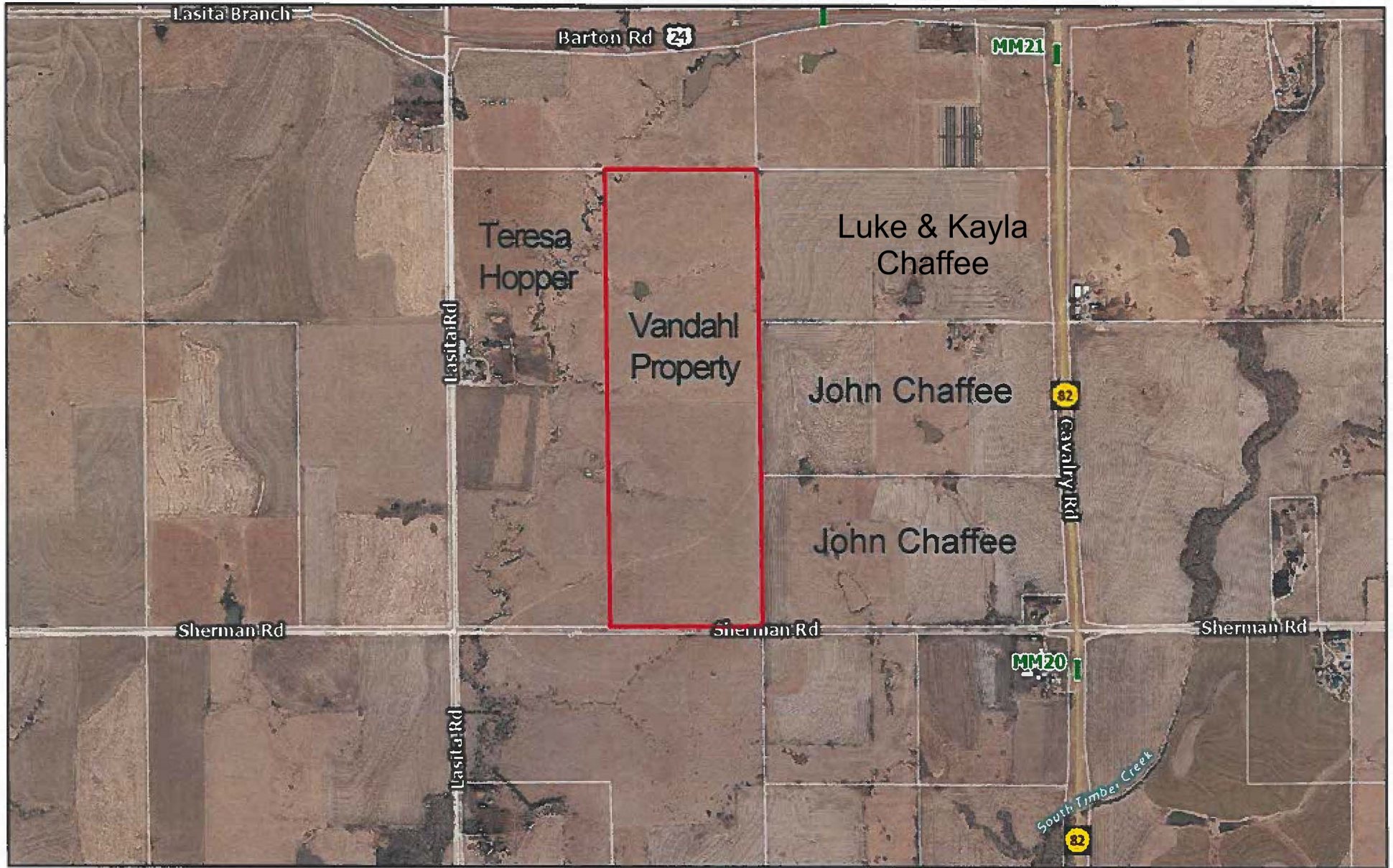
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 Signature



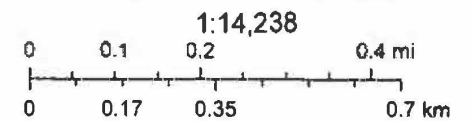


# Vandahl Fence View



Attachment: Property Map (15091 : Vandahl Fence View)

7/15/2024





**EMERGENCY  
MANAGEMENT/FIRE**  
*Staff Update*

**Russel Stukey**  
Emergency Management  
Director  
115 North 4th Street  
Manhattan, KS 66502  
Phone: 785-537-6333

## STAFF REPORT

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**FROM:** Russel Stukey  
**MEETING:** October 3, 2024  
**SUBJECT:** EM / Fire Staff Update for the month of March  
**PRESENTER:** Russel Stukey

---

EM / Fire September Staff Update

**Enclosures:**

- 9, 2024 September staff time (1) (DOCX)
- September 2024 Calls Per Station\_ (PDF)
- September 2024 Run report 1 (PDF)



Monthly staff time report to BOCC, for the month of **September 2024**

**911- Russel**

- Constantly working on radio system management, analyzing opportunities to lower the annual operating costs of the 911 system.
- Sent SUMS update and password to Ka-Comm
- Worked with Finance, IT, L3 Harris, RCPD and Ka-Com to complete a police report that we submitted to insurance for damaged radio equipment
- Working with IT, RCPD and L3 Harris to complete cybersecurity upgrade to radio system

**Emergency Management-Russel**

- Attended and chaired department head meetings
- Attended several commission meetings
- Working with IT and dispatch staff on the MCP CIP upgrade project
- Met with HR about personnel matters
- Participated in Riley Co. employee day committee meetings
- KSU parking meeting have started up again to for plan for KSU home football
- Attended planning meetings with MKH parks department for a hot air Ballon festival that is being planned
- Chaired NEKHSC meeting in Topeka
- Attended 911 Memorial event at CICO park on September 8<sup>th</sup>
- Attended KEMA conference in MHK September 10<sup>th</sup> -12<sup>th</sup>
- Participated in Riley County facilities tour on the 20<sup>th</sup>
- Worked with Tyler Dispatch Supervisor to allow US Marshal service use of our radio system
- Participated in Department head / BOCC retreat on September 25<sup>th</sup>
- Participated in Airport exercise September 26<sup>th</sup>
- Worked KSU vs OSU game September 28<sup>th</sup>
- Participated in COB/CPE staff meeting to discuss office hours
- Attend NBAF tour with BOCC

Items awaiting legal review:

Drake tower lease addendum (this one is potentially costing the CIP fund lost income)

**Assistant Director Laurie Harrison activity EM/911**

Kansas Emergency Management Association (KEMA):

Serve as Treasurer

Attend board meeting

Attend conference September 9-12

Public Notification, Everbridge, Integrated Public Alert and Warning System (IPAWS):

Conduct monthly siren test, Everbridge test, IPAWS test

Facilitate Everbridge NE regional working group meeting

Update contacts





Serve as NE regional account administrator  
Comprehensive Resource Management and Credentialing System (CRMCS):  
    Update resource list  
    Serve as account administrator  
Northeast Regional Homeland Security Council (NERHSC):  
    Serve as a project manager for Everbridge and CRMCS  
    Serve as KEMA representative  
Wildcat Region Medical Reserve Corps Unit:  
    Registered as temporary unit leader  
Emergency Management fund:  
    Oversee invoice payment process  
911 fund:  
    Pay invoices  
    Track expenses and income  
    Provide 911 budget overview for 911 working group  
Exercises:  
    Attend Airport tabletop exercise  
Volunteer Management:  
    Attend PT/RL CERT leadership planning meeting  
Training:  
    Attend HMEP grant webinar  
    Attend CRMCS webinar  
Misc:  
    Attend 911 working group meeting  
    Staff booth at 9/11 Remembrance Day event  
    Appear on KSNT for National Preparedness Month  
    Deliver emergency preparedness school bags to USD 378, USD 383, USD 384  
    Attend Balloon Festival planning meeting  
    Assisting the Clerks office with the Health Dept. PHEP and MRC programs

Celebrated 25 years of employment with Riley County Emergency Management

### **EM Planner Baldwin Fisher**

#### Planning:

    Work on County Disaster Recovery Plan  
    Source and distribute Elections safety plan template for agency review  
    Riley Co/Pott Co CERT leadership meeting for FY25

#### Exercises:

    Attend MHK Airport TTX

#### Training:

#### Misc:

    Participate in Monthly CERT webinar



Distribute swag bags for USD 383 for Disaster Preparedness Month

### **Fire-Russel**

- Attended county fire trainings
- Continue to accept and process applications for volunteer firefighters
- Covered emergency calls
- Reviewing RCFD #1 Policy Manual for updates
- Presented Community Wildfire Protection Plan (CWPP) which is a prerequisite for applying for a Community Wildfire Defense Grant (CWDG) to BOCC for approval
- Working with HR to complete policy manual acknowledgement forms with volunteers
- Hosted 1<sup>st</sup> annual firefighter appreciation picnic at Keats Park, almost 90 firefighters and family members attended
- Working with Architect, Public Works Dept., Counselor's Office and Planning Office to finalize plans, permits and plat for Fire Station 110 in University Park
- Researching new fire reporting software because our current software will be discontinued next year
- Researching options to replace outdated AED's
- 

Items awaiting legal review:

- a. University Park proposed fire station property legal description and agreement with UP board to swap property when new fire station is completed, this is required prior to starting construction of the new UP Fire station 110 This has reached a critical stage regarding starting construction on the fire station
- b. First responder agreement with the City of Randolph, Mercy Hospital Ambulance service (now Riley County EMS) and RCFD #1

### **Admin. Asst. M. Horstmeier**

Continued to process all Payroll Stipends for all Volunteer Firefighters.

Continued to process and record all invoices for the AP and Purchase Card Cycles.

Continuing to assist with maintaining our incident reports by filling in needed information, reminding Firefighters to finish their reports, and assisting in completing the reports.

Continued to maintain the Volunteer Firefighter hiring process by reviewing applications, assigning primary stations, setting up interviews, sending candidates pre-hiring courses, and helping with Onboarding and new Volunteers obtain their gear.

Created and distributed the October issue of the *Extinguisher Newsletter* on October 1<sup>st</sup>.

Created the August Prescribe Burn Report and sent it off to Kansas Forest Service.

Continued to maintain and issue Burn Permits for the County. As well as providing Riley County Dispatch with the most up-to-date Burn Permit list for their records and continuing to maintain the Burn Permit Map.



Spoke with Image Trend about their quote for new NFIRS reporting software. Also, attended a demonstration presented by ESO on their software.

Attended the September REACH committee meeting and worked on door prizes for Employee Day.

Attended one day of the Kansas Emergency Management Association conference in Manhattan.

Attended the Tabletop Exercise at MHK Airport with Emergency Management.

Attended the Salamander Live Update Webinar for CRMCS.

Attended NVFC's webinars on "Community Vulnerabilities to Raise Wildfire Awareness", "Safe Roads, Safe Responders", and "Round Table on Planning Fire Prevention Week for 2024".

Completed the FEMA courses IS.20.24- "Diversity Awareness", IS.247- IPAWS for Alert Originators, IS.251- IPAWS For Alerting Administrators, IS.2200-Basic Emergency Ops Center Functions, and IS.319.A:Tornado Mitigation Basics for Mitigation Staff".

Attended the Riley County Benefits Fair.

See below for Firefighter statistics for the month of February.

| July FF Stats                 | Total Number |
|-------------------------------|--------------|
| New Applications              | 5            |
| Rejected/Withdrawn Candidates | 3            |
| Hired Candidates              | 1            |
| Probationary Firefighters     | 14           |
| Trained Firefighters          | 109          |
| Total Active Members          | 128          |
| Terminations                  | 1            |
| Resignations                  | 5            |
| Retirements                   | 0            |

#### **Deputy Chief Doug Russell**

- Responding to multiple incidents.
- Dealing with personnel issues.
- Attended KEMA conference
- Attended tabletop exercise at MHK airport
- Attended Ogden Elementary school fire drill.
- Working through new applications for FFs.



- Station 110
  - Working with Planning and Development and legal
- Working on County trainings for October
- Working with Admin Assistant to outfit new FFs.
- Met with RCEMS to discuss CPR and Credentialing
- Station maintenance items.
- Outlining county trainings for the remainder of the year and first quarter of next year.
- Reporting software demos to replace our current software that is no longer serviced.

#### **Deputy Chief Jake Konrardy**

- County Training
- Respond to Calls
- Deal with personnel issues
- Review New Hire Applications
- Assist DCO with truck repairs
- Reviewed SOGs for updating
- Attend KEMA Conference
- Attend Ogden Fall Festival
- Submit Grant request
- Attend Station 106 Training in Leonardville
- Hose testing with South Stations
- Review “Good Standing” requirements for FRA retirement eligible members
- Attend Tabletop exercise at MHK Airport
- Follow up inspection with OSFM
- Participate in Ogden Elementary Fire Drill

Submitted by:

Russel Stukey  
EM Director/ Fire Chief  
Riley County



# Riley County Fire District #1

Manhattan, KS

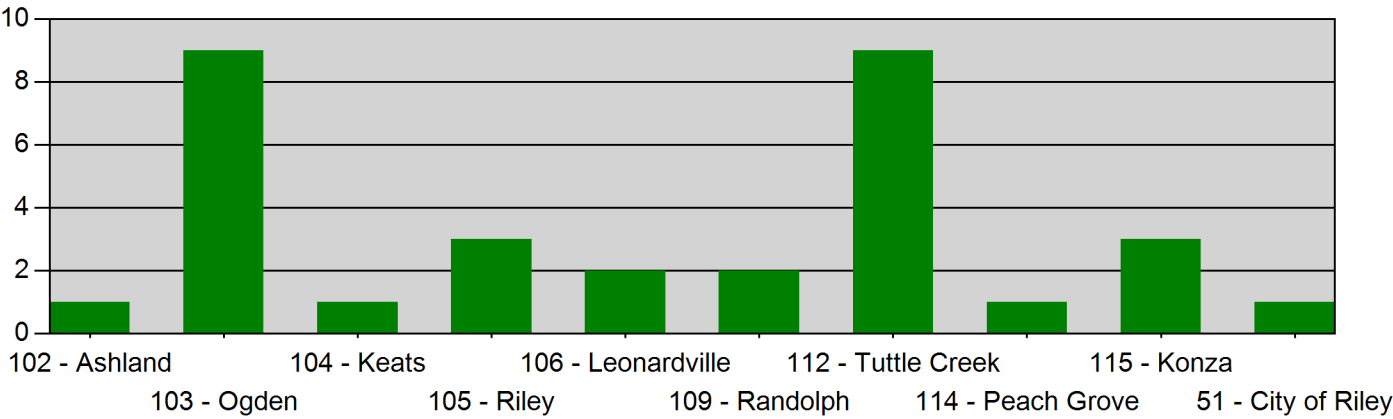
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13.b

## Incidents per Station for Date Time Range for Station

Start Time: 00:00 | End Time: 23:00 | Incident Type(s): All Incident Types | Station: All Stations | Start Date: 09/01/2024 | End Date: 09/30/2024



| STATION            | COUNT |
|--------------------|-------|
| 102 - Ashland      | 1     |
| 103 - Ogden        | 9     |
| 104 - Keats        | 1     |
| 105 - Riley        | 3     |
| 106 - Leonardville | 2     |
| 109 - Randolph     | 2     |
| 112 - Tuttle Creek | 9     |
| 114 - Peach Grove  | 1     |
| 115 - Konza        | 3     |
| 51 - City of Riley | 1     |
| TOTAL:             | 32    |

Attachment: September 2024 Calls Per Station\_ (15080 : EM/FIRE Staff Update for July)

Only Reviewed Incidents included. This report totals the Incidents and groups by the Station specified in Basic 1. End Time menu returns all matches inside the chosen hour (ex: 23:00 returns all matching results from 23:00 - 23:59).



EMERGENCY  
REPORTING

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# Riley County Fire District #1

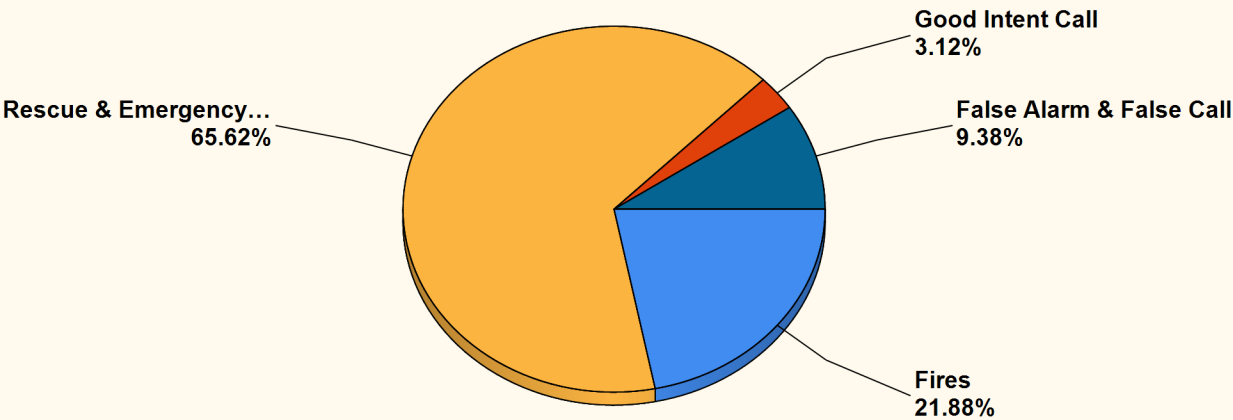
Manhattan, KS

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2024 | End Date: 09/30/2024



| MAJOR INCIDENT TYPE                | # INCIDENTS | % of TOTAL |
|------------------------------------|-------------|------------|
| Fires                              | 7           | 21.88%     |
| Rescue & Emergency Medical Service | 21          | 65.62%     |
| Good Intent Call                   | 1           | 3.12%      |
| False Alarm & False Call           | 3           | 9.38%      |
| TOTAL                              | 32          | 100%       |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



EMERGENCY REPORTING

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Doc Id: 553

## Detailed Breakdown by Incident Type

| INCIDENT TYPE                                          | # INCIDENTS | % of TOTAL  |
|--------------------------------------------------------|-------------|-------------|
| 111 - Building fire                                    | 1           | 3.12%       |
| 122 - Fire in motor home, camper, recreational vehicle | 1           | 3.12%       |
| 131 - Passenger vehicle fire                           | 2           | 6.25%       |
| 143 - Grass fire                                       | 3           | 9.38%       |
| 311 - Medical assist, assist EMS crew                  | 7           | 21.88%      |
| 320 - Emergency medical service, other                 | 8           | 25%         |
| 321 - EMS call, excluding vehicle accident with injury | 3           | 9.38%       |
| 322 - Motor vehicle accident with injuries             | 2           | 6.25%       |
| 324 - Motor vehicle accident with no injuries.         | 1           | 3.12%       |
| 631 - Authorized controlled burning                    | 1           | 3.12%       |
| 700 - False alarm or false call, other                 | 1           | 3.12%       |
| 745 - Alarm system activation, no fire - unintentional | 2           | 6.25%       |
| <b>TOTAL INCIDENTS:</b>                                | <b>32</b>   | <b>100%</b> |

Attachment: September 2024 Run report 1 (15080 : EM/FIRE Staff Update for July)

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

Packet Pg. 57



**COUNTY APPRAISER'S OFFICE**  
*Staff Update*

**Anna Burson**  
County Appraiser  
110 Courthouse Plaza  
Manhattan, KS 66502  
Phone: 785-537-6310

## STAFF REPORT

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**FROM:** Appraiser's Office

**MEETING:** October 3, 2024

**SUBJECT:** Appraiser's Office October Staff Update

**PRESENTER:** Anna Burson

---

Enclosures:

- 10-3 staff update corrections (DOCX)
- 9-30-24 BOTA Update (PDF)

# Appraiser's Office Staff Report

*BOCC October 3rd, 2024*

## Personal Property

- Our team is updating personal property accounts as notification of changes are received. Additionally, they are scanning real estate records as part of our digital process and assisting our residential team as needed in various processes. We are preparing for the October Personal Property valuation update that we will submit to the Clerk in the next two weeks.

## AG Use

- We are reviewing properties due for their annual reinspection, processing changes in agricultural land delineation from the returned agricultural use maps and reviewing sales.

## Residential

- There are approximately 766 residential home sales so far for 2024. The median sale price is \$249,750 and the average sale price is \$278,815. Our sales ratio currently stands at 94%. Our team is reviewing sales, and we are roughly 86% complete with the annual review unchanged from last month as this process was placed on pause while the team focused on reviewing sales. We have 3 residential small claim hearings pending, related to 2024 valuations.

## Commercial:

- Our commercial team completed land analysis, is preparing for BOTA hearings, reviewing sales, completing AR, finalizing depreciation analysis, and wrapping up tenant interviews. Income and expense questionnaires have been reviewed and processed as received. The next slide shows updates to the open Commercial BOTA cases.

## Other business:

- Legislative changes as they relate to Personal Property and future rendition mailing.
- Invitation to speak at the AAUW, American Association of University Women, October meeting.
- Updating Commercial/ AG use properties that are registered as AG Tourism Operations due to legislation that went into effect July 1<sup>st</sup>.

Attachment: 10-3 staff update corrections (15084 : Appraiser's Office October Staff Update)

| BOTA - OPEN  |                             |         |      |                                       |                                     |               |                  |                |                                                                     |
|--------------|-----------------------------|---------|------|---------------------------------------|-------------------------------------|---------------|------------------|----------------|---------------------------------------------------------------------|
| 9/30/2024    |                             |         |      |                                       |                                     |               |                  |                |                                                                     |
| DOCKET       | PARCEL NUMBER               | QR#     | YEAR | PROPERTY OWNER                        | BUSINESS NAME/SITE                  | COUNTY VALUE  | FINAL            | TAXPAYER VALUE | SCHEDULED                                                           |
| 2024-2422-EQ | 081-177-25-0-10-01-004.00-0 | R5674   | 2024 | RIVERCHASE LLC                        | RIVERCHASE LLC                      | \$5,310,090   |                  | \$4,183,683    | PENDING                                                             |
| 2024-2423-EQ | 081-177-25-0-10-01-007.00-0 | R5678   | 2024 | RIVERCHASE LLC                        | RIVERCHASE LLC                      | \$20,710      |                  | \$16,317       | PENDING                                                             |
| 2024-403-PR  | 081-177-35-0-00-04-001.00-0 | R5761   | 2023 | MASTER TEACHER, THE                   | MASTER TEACHER, THE                 | \$137,560     |                  | \$68,780       | MONDAY, JANUARY 13, 2025 @ 9:00 AM FOR TWO HOURS IN TOPEKA          |
| 2023-2524-EQ | 081-189-31-0-00-00-007.00-0 | R6092   | 2023 | COLONIAL GARDENS LLC (3050 TCB)       | COLONIAL GARDENS MHP OFFICE         | \$407,900     | \$374,300        | ?              | Stipulated waiting for dismissal                                    |
| 2024-2424-EQ | 081-189-31-0-00-00-007.00-0 | R6092   | 2024 | COLONIAL GARDENS LLC (3050 TCB)       | COLONIAL GARDENS MHP OFFICE         | \$396,700     |                  | \$332,339      | PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024                |
| 2023-2523-EQ | 081-189-31-0-00-00-010.00-0 | R6096   | 2023 | COLONIAL GARDENS LLC (3000 TCB)       | COLONIAL GARDENS                    | \$8,856,630   | \$8,601,530      | \$8,327,504    | Stipulated waiting for dismissal                                    |
| 2024-2425-EQ | 081-189-31-0-00-00-010.00-0 | R6096   | 2024 | COLONIAL GARDENS LLC (3000 TCB)       | COLONIAL GARDENS                    | \$9,317,830   |                  | \$7,791,037    | PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024                |
| 2023-2525-EQ | 081-189-31-0-00-00-017.01-0 | R6104   | 2023 | COLONIAL GARDENS LLC (0000 E MARLATT) | COLONIAL GARDENS - VACANT           | \$1,870       | \$1,870          | ?              | Stipulated waiting for dismissal                                    |
| 2024-2426-EQ | 081-189-31-0-00-00-017.01-0 | R6104   | 2024 | COLONIAL GARDENS LLC (0000 E MARLATT) | COLONIAL GARDENS - VACANT           | \$1,870       |                  | \$1,564        | PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024                |
| 2024-1200-EQ | 081-189-31-0-00-00-073.00-0 | R6161   | 2024 | THE LINKS AT MANHATTAN                | THE LINKS AT MANHATTAN              | \$52,657,400  |                  | \$42,000,000   | THURSDAY, MARCH 13, 2025 @ 1:30 PM FOR 1/2 DAY IN TOPEKA            |
| 2023-2526-EQ | 081-203-06-2-70-18-001.00-0 | R7912   | 2023 | BLUE VALLEY MHC LLC                   | BLUE VALLEY MHC LLC                 | \$4,239,320   | \$4,125,350      | \$3,825,000    | Stipulated waiting for dismissal                                    |
| 2024-2427-EQ | 081-203-06-2-70-18-001.00-0 | R7912   | 2024 | BLUE VALLEY MHC LLC                   | BLUE VALLEY MHC LLC                 | \$4,433,750   |                  | \$3,800,000    | PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024                |
| 2023-2441-EQ | 081-203-07-2-20-09-003.00-0 | R8759   | 2023 | SUNFLOWER BANK                        | SUNFLOWER BANK                      | \$4,626,910   |                  | \$2,313,455    | MONDAY, DECEMBER 16, 2024 @ 1:30 PM FOR 60 MINUTES IN TOPEKA        |
| 2024-2348-EQ | 081-203-07-2-20-09-003.00-0 | R8759   | 2024 | SUNFLOWER BANK                        | SUNFLOWER BANK                      | \$4,801,840   |                  | \$2,400,920    | MONDAY, DECEMBER 16, 2024 @ 1:30 PM FOR 60 MINUTES IN TOPEKA        |
| 2024-5727-EQ | 081-203-07-2-80-01-001.02-0 | R9273   | 2023 | BJS INC                               | IHOP RESTAURANT                     | \$1,974,000   |                  | \$1,275,570    | PENDING-PER CAROLINE'S EMAIL NOTIFICATION 08/07/2024                |
| 2020-1714-EQ | 081-204-18-2-10-18-001.00-0 | R9845   | 2020 | MHTTN MARKETPLACE                     | A&W / NOODLES/ETC.                  | \$2,100,000   |                  | \$1,365,000    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2021-5574-EQ | 081-204-18-2-10-18-001.00-0 | R9845   | 2021 | MHTTN MARKETPLACE                     | A&W / NOODLES/ETC.                  | \$1,770,000   |                  | \$1,150,500    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2022-1386-EQ | 081-204-18-2-10-18-001.00-0 | R9845   | 2022 | MHTTN MARKETPLACE                     | A&W / NOODLES/ETC.                  | \$1,670,000   |                  | 1463240        | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2023-1154-EQ | 081-204-18-2-10-18-001.00-0 | R9845   | 2023 | MHTTN MARKETPLACE                     | A&W / NOODLES/ETC.                  | \$1,570,000   |                  | \$1,402,794    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2024-2774-EQ | 081-204-18-2-10-18-001.00-0 | R9845   | 2024 | MHTTN MARKETPLACE                     | A&W / NOODLES/ETC.                  | \$1,610,000   |                  | ?              | PENDING                                                             |
| 2020-1099-EQ | 081-204-18-2-10-18-001.01-0 | R9846   | 2020 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$133,660     |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2021-1437-EQ | 081-204-18-2-10-18-001.01-0 | R9846   | 2021 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$140,910     | prior year value | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2022-2165-EQ | 081-204-18-2-10-18-001.01-0 | R9846   | 2022 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$140,040     |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2023-1916-EQ | 081-204-18-2-10-18-001.01-0 | R9846   | 2023 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$139,920     |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2024-1215-EQ | 081-204-18-2-10-18-001.01-0 | R9846   | 2024 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$140,940     |                  | ?              | THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA            |
| 2020-1097-EQ | 081-204-18-2-10-18-002.00-0 | R9847   | 2020 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)                | \$2,398,740   |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2021-1435-EQ | 081-204-18-2-10-18-002.00-0 | R9847   | 2021 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)                | \$2,478,940   | prior year value | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2022-2164-EQ | 081-204-18-2-10-18-002.00-0 | R9847   | 2022 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)                | \$2,480,660   |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2023-1914-EQ | 081-204-18-2-10-18-002.00-0 | R9847   | 2023 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)                | \$2,479,080   |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2024-1213-EQ | 081-204-18-2-10-18-002.00-0 | R9847   | 2024 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)                | \$2,543,950   |                  | ?              | THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA            |
| 2020-1098-EQ | 081-204-18-2-10-18-011.00-0 | R9848   | 2020 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$119,500     |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2021-1436-EQ | 081-204-18-2-10-18-011.00-0 | R9848   | 2021 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$126,850     | prior year value | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2022-2166-EQ | 081-204-18-2-10-18-011.00-0 | R9848   | 2022 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$126,000     |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2023-1915-EQ | 081-204-18-2-10-18-011.00-0 | R9848   | 2023 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$125,850     |                  | ?              | WEDNESDAY & THURSDAY, NOVEMBER 6 & 7, @ 9:00 FOR TWO DAYS IN TOPEKA |
| 2024-1214-EQ | 081-204-18-2-10-18-011.00-0 | R9848   | 2024 | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT    | \$126,810     |                  | ?              | THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA            |
| 2024-1202-EQ | 081-204-18-2-10-20-004.01-0 | R9854   | 2024 | MANHATTAN MARKETPLACE SC LLC          | BEST BUY                            | \$2,460,000   |                  | ?              | TUESDAY, FEBRUARY 11, 2025 @ 9:00 AM FOR 1 HOUR IN TOPEKA           |
| 2021-285-PR  | 081-204-18-2-10-20-004.02-0 | R9855   | 2020 | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                         | \$1,375,000   |                  | \$1,114,370    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2021-5575-EQ | 081-204-18-2-10-20-004.02-0 | R9855   | 2021 | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                         | \$1,160,000   |                  | \$1,114,370    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2022-1387-EQ | 081-204-18-2-10-20-004.02-0 | R9855   | 2022 | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                         | \$1,090,000   |                  | ?              | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2023-1155-EQ | 081-204-18-2-10-20-004.02-0 | R9855   | 2023 | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                         | \$1,029,000   |                  | \$984,227      | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2024-2777-EQ | 081-204-18-2-10-20-004.02-0 | R9855   | 2024 | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                         | \$1,070,000   |                  | ?              | PENDING                                                             |
| 2020-1713-EQ | 081-204-18-2-10-20-005.00-0 | R9857   | 2020 | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND & OTHER RETAILERS | \$4,585,000   |                  | ?              | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2021-2046-EQ | 081-204-18-2-10-20-005.00-0 | R9857   | 2021 | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND & OTHER RETAILERS | \$4,125,000   |                  | \$3,415,016    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2022-1385-EQ | 081-204-18-2-10-20-005.00-0 | R9857   | 2022 | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND & OTHER RETAILERS | \$4,015,000   |                  | \$3,415,016    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2023-1153-EQ | 081-204-18-2-10-20-005.00-0 | R9857   | 2023 | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND & OTHER RETAILERS | \$3,785,000   |                  | \$3,278,465    | FRIDAY, JANUARY 31, 2025 @9:00 FOR ONE DAY IN TOPEKA                |
| 2024-2776-EQ | 081-204-18-2-10-20-005.00-0 | R9857   | 2024 | MANHATTAN MARKETPLACE SC LLC          | BURLINGTON / CRUMBL                 | \$3,890,000   |                  | ?              | PENDING                                                             |
| 2020-1715-EQ | 081-204-18-2-10-20-013.00-0 | R302812 | 2020 | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON    | \$745,000     |                  | \$484,250      | FRIDAY, JANUARY 31, 2025 @ 9:00 FOR ONE DAY                         |
| 2021-5576-EQ | 081-204-18-2-10-20-013.00-0 | R302812 | 2021 | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON    | \$630,000     |                  | \$478,968      | FRIDAY, JANUARY 31, 2025 @ 9:00 FOR ONE DAY                         |
| 2022-1388-EQ | 081-204-18-2-10-20-013.00-0 | R302812 | 2022 | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON    | \$380,000     |                  | \$190,000      | FRIDAY, JANUARY 31, 2025 @ 9:00 FOR ONE DAY                         |
| 2023-1156-EQ | 081-204-18-2-10-20-013.00-0 | R302812 | 2023 | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON    | \$255,000     |                  | ?              | FRIDAY, JANUARY 31, 2025 @ 9:00 FOR ONE DAY                         |
| 2024-2775-EQ | 081-204-18-2-10-20-013.00-0 | R302812 | 2024 | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON    | \$580,000     |                  | ?              | PENDING                                                             |
| 2024-402-PR  | 081-211-02-0-00-00-001.00-0 | R13450  | 2023 | MASTER TEACHER, THE                   | MASTER TEACHER, THE                 | \$2,855,840   |                  | \$1,427,920    | MONDAY, JANUARY 13, 2025 @ 9:00 AM FOR TWO HOURS IN TOPEKA          |
| 2024-2362-EQ | 081-211-02-0-00-00-001.00-0 | R13450  | 2024 | MASTER TEACHER, THE                   | MASTER TEACHER, THE                 | \$2,955,540   |                  | ?              | PENDING                                                             |
| 2024-2781-EQ | 081-211-11-0-40-13-003.00-0 | R15610  | 2024 | CENTRO BRADLEY SPE 3 LLC              | WESTLOOP SHOPPING CENTER            | \$242,162,000 |                  | ?              | PENDING                                                             |
| 2020-915-EQ  | 081-211-12-0-30-11-004.01.0 | R16204  | 2020 | GLASS INVESTMENTS LLC                 | WALGREENS (ANDERSON AVE)            | \$2,715,200   |                  | ?              | FRIDAY, DECEMBER 13, 2024 @ 10:00 AM FOR TWO HOURS IN TOPEKA        |
| 2021-1439-EQ | 081-211-12-0-30-11-004.01.0 | R16204  | 2021 | GLASS INVESTMENTS LLC                 | WALGREENS (ANDERSON AVE)            | \$2,812,400   | prior year value | ?              | FRIDAY, DECEMBER 13, 2024 @ 10:00 AM FOR TWO HOURS IN TOPEKA        |
| 2022-2155-EQ | 081-211-12-0-30-11-004.01.0 | R16204  | 2022 | GLASS INVESTMENTS LLC                 | WALGREENS (ANDERSON AVE)            | \$2,812,400   |                  | ?              | FRIDAY, DECEMBER 13, 2024 @ 10:00 AM FOR TWO HOURS IN TOPEKA        |
| 2023-2296-EQ | 081-211-12-0-30-11-004.01.0 | R16204  | 2023 | GLASS INVESTMENTS LLC                 | WALGREENS (ANDERSON AVE)            | \$2,812,400   |                  | ?              | FRIDAY, DECEMBER 13, 2024 @ 10:00 AM FOR TWO HOURS IN TOPEKA        |
| 2024-1201-EQ | 081-211-12-0-30-11-004.01.0 | R16204  | 2024 | GLASS INVESTMENTS LLC                 | WALGREENS (ANDERSON AVE)            | \$2,879,000   |                  | ?              | THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA            |
| 2024-1501-PR | 081-216-13-0-40-06-003.00-0 | R19702  | 2023 | DEBRUYN, R L & T H TRUST              | (RESIDENTIAL)                       | \$808,900     |                  | \$750,000      | MONDAY AUGUST 5, 2024 @11:30                                        |
| 2024-2365-EQ | 081-216-14-0-10-03-006.02-0 | R19739  | 2024 | ICON INVESTMENTS LLC                  | AUTO MUSEUM PARKING LOT             | \$1,297,170   |                  | ?              | CONTINUANCE                                                         |
| 2023-2393-EQ | 081-216-23-0-10-08-001.00-0 | R20575  | 2023 | GENESIS HEALTH CLUBS OF MHTTN LLC     | GENESIS                             | \$8,152,300   |                  | \$4,076,150    | WEDNESDAY, MARCH 5, 2025 @ 1:30PM FOR TWO HOURS IN TOPEKA           |
| 2024-2368-EQ | 081-216-23-0-10-08-001.00-0 | R20575  | 2024 | GENESIS HEALTH CLUBS OF MHTTN LLC     | GENESIS                             | \$8,441,700   |                  | ?              | PENDING                                                             |

| BOTA - OPEN                    |                              |        |      |                            |                    |               |             |                  |                                                                  |
|--------------------------------|------------------------------|--------|------|----------------------------|--------------------|---------------|-------------|------------------|------------------------------------------------------------------|
| 9/30/2024                      |                              |        |      |                            |                    |               |             |                  |                                                                  |
| DOCKET                         | PARCEL NUMBER                | QR#    | YEAR | PROPERTY OWNER             | BUSINESS NAME/SITE | COUNTY VALUE  | FINAL       | TAXPAYER VALUE   | SCHEDULED                                                        |
| 2018-2047-EQ                   | 081-216-24-0-20-01-002.00-0  | R21281 | 2018 | HD DEVELOPMENT OF MARYLAND | HOME DEPOT         | \$6,435,400   | \$4,070,000 | \$4,200,000      | COTA REMANDED BACK TO BOTA- Briefs field                         |
| 2024-2358-EQ                   | 081-216-24-0-20-01-002.00-0  | R21281 | 2024 | HD DEVELOPMENT OF MARYLAND | HOME DEPOT         | \$7,000,000   |             | \$4,200,000      | PENDING                                                          |
| 2020-914-EQ                    | 081-216-24-0-20-02-001.00-0  | R21288 | 2020 | TARGET CORPORATION         | TARGET             | \$9,850,000   |             | ?                | THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS |
| 2021-1440-EQ                   | 081-216-24-0-20-02-001.00-0  | R21288 | 2021 | TARGET CORPORATION         | TARGET             | \$9,700,000   |             | prior year value | THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS |
| 2022-2157-EQ                   | 081-216-24-0-20-02-001.00-0  | R21288 | 2022 | TARGET CORPORATION         | TARGET             | \$9,700,000   |             | ?                | THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS |
| 2023-2295-EQ                   | 081-216-24-0-20-02-001.00-0  | R21288 | 2023 | TARGET CORPORATION         | TARGET             | \$9,700,000   |             | ?                | THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS |
| 2024-1203-EQ                   | 081-216-24-0-20-02-0001.00-0 | R21288 | 2024 | TARGET CORPORATION         | TARGET             | \$9,700,000   |             | ?                | MONDAY, JANUARY 13, 2025 @ 11:00 AM FOR ONE HOUR IN TOPEKA       |
| Total County Value in Question |                              |        |      |                            |                    | \$488,239,680 |             |                  |                                                                  |